

Exhibit AAAAAA



Medical Group

One Biotech Park
365 Plantation Street
Worcester, MA 01605-2376
Tel: 508-334-0311
Fax: 508-334-0333
E-mail: streetem@ummhc.org
www.umassmemorial.org

Michele M. Streeter, CPA
Vice President, Finance & Administration

**PERSONAL AND CONFIDENTIAL
VIA OVERNIGHT DELIVERY**

September 9, 2013

Keith Cauley, MD
[REDACTED]
[REDACTED]

RE: Your Request

Dear Dr. Cauley:

I understand through our HR Business Partner, Kathleen LeBlanc, that you have requested an additional review of your original request pursuant to the UMass Memorial Medical Group Dispute Resolution Policy for Physicians. As you are aware, Dr. Steve Tosi conducted a thorough review of the decision of your Department Chair to issue notice of termination of your employment, without cause, pursuant to your employment agreement. Dr. Tosi met with and spoke with a number of individuals, including yourself and your Chair. As you were informed, his conclusion was that this decision was within the Chair's discretion. Consistent with your employment agreement, you were afforded six months' notice of this decision.

The next step of review called for under our Policy would ordinarily be provided by the President of the Medical Group. Since that role is now being filled by Dr. Tosi himself on an interim basis, I have reviewed the process followed by Dr. Tosi. I concur with his conclusion. As you further know, you were notified that you had the election to resign your employment, rather than have it characterized as a termination. You subsequently submitted a letter of resignation, but to the extent that you refer it as a "forced resignation," please be advised that we will not accept that characterization. Unless we hear otherwise from you within the next two weeks, we will accept the letter of resignation as a voluntary action on your part, and your personnel record will reflect it as such.

Finally, I will note that counter to your representations, it appears that you have had full access to and assistance from our Human Resources team throughout this process. While we understand that this has been a difficult process for you, we remain confident that the necessary resources were in place to assist you.

Thank you for your contributions to UMass Memorial and best wishes to you in your future endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michele Streeter'.

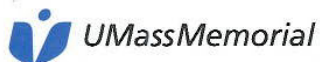
Michele Streeter, Executive Vice President/COO

Cc: Stephen Tosi, MD

Max Rosen, MD

Kathleen LeBlanc

UMass Memorial Medical Group
is a multi-specialty group practice with
offices throughout Central Massachusetts.



Department of Radiology

University Campus
55 Lake Avenue North
Worcester, MA 01655
Tel: 508-856-3252
Fax: 508-856-4910
max.rosen@umassmemorial.org
www.umassmemorial.org

Max P. Rosen, MD, MPH, FACR
Professor and Chair

VIA HAND DELIVERY

March 1, 2017

Refky Nicola, MD
UMass Memorial Medical Group
Department of Radiology
55 Lake Avenue North
Worcester, MA 01655

RE: Notice of Termination of Employment

Dear Dr. Nicola:

As has been discussed with you, this letter shall serve as formal written notice, pursuant to your employment agreement that your employment with UMass Memorial Medical Group and the University of Massachusetts Medical School shall terminate on June 30, 2017. Please contact Kelly Zalegowski, Director of Physician Benefits, if you have any benefits- related questions.

Thank you for your contributions to our Department. We wish you the best in your future endeavors.

Sincerely,

Max Rosen, MD, Chair
Department of Radiology

Stephen Tosi, MD, President
UMass Memorial Medical Group

cc: Randa Mowlood
Luanne Thorndyke, MD

CONFIDENTIAL

UMM-03710



University of Massachusetts
Medical School

Department of Radiology

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Worcester, MA 01655
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www.umassmemorial.org

Max P. Rosen, MD, MPH, FACR
Professor and Chair

VIA HAND DELIVERY

May 8, 2014

Eugenio Suran, MD
Department of Radiology
UMass Memorial Medical Group
55 Lake Avenue North
Worcester, MA 01655

RE: Notice of Termination of Employment

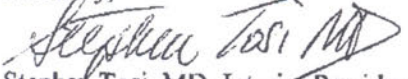
Dear Dr. Suran:

As has been discussed with you at your meeting today, this letter is to serve as formal notice that your employment with UMass Memorial Medical Group and the University of Massachusetts Medical School will terminate, without cause, effective January 7, 2015. You will be expected to fulfill all of your clinical and professional responsibilities in a timely and satisfactory manner during this notice period. Should you be interested in taking on some per diem work as of January 8, 2015, I would be glad to discuss that opportunity going forward.

Kathleen LeBlanc in the Human Resources Department will be available to discuss any benefits-related questions you may have. You can reach her at 508-421-1360.

Thank you for your efforts on behalf of UMass Memorial. We wish you success in your future endeavors.

Sincerely,


Stephen Tosi, MD, Interim President
UMass Memorial Medical Group, Inc.

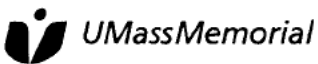


Max Rosen, MD, Chair
Department of Radiology

Cc: Luanne Thorndyke, MD
Kathleen LeBlanc

CONFIDENTIAL

UMM-03718



Department of Radiology

University Campus
55 Lake Avenue North
Worcester, MA 01655
www.umassmemorial.org

February 14, 2017

Christopher Sereni, MD



Dear Dr. Sereni:

UMass Memorial Medical Center and the University of Massachusetts Medical School are now working on the various credentialing matters for your appointment to the Medical Staff and to the Faculty of the Medical School. For this process to proceed we need to have 3 letters of reference to support your appointment to the Medical Staff. You have already or will shortly receive a separate letter from the Medical Staff describing the type of detail requested in that letter.

However, in addition, we will require you to provide our office with a list of references to support your academic faculty appointment. Faculty appointment at the Assistant Professor requires you to provide a minimum of three letters of support to attest to your clinical accomplishments and research and/or scholarly contributions in your area of expertise. Letters should also include an assessment of your professional and ethical behavior and performance. Each letter should include a sentence in support of your faculty appointment at the **rank of Assistant Professor of Radiology on the non-tenure track**.

In addition, please sign and return the enclosed Participation Agreement and Conflict of Interest Form pertaining to your faculty appointment.

If I can be of further help, please let me know. I can be reached at 508/856-3252.

Thank you.

Sincerely,

Cindy Wilson-Leadekei

Sr. Executive Administrative Assistant to:
Max. P. Rosen, MD, MPH
Professor and Chair
Department of Radiology

Enclosures



Department of Radiology

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Max P. Rosen, MD, MPH, FACR
Professor and Chair

November 3, 2016

Christopher P. Sereni, M.D.



Dear Dr. Sereni,

On behalf of the UMass Memorial Medical Group and the University of Massachusetts Medical School, we are pleased to extend an offer of employment to you within the Department of Radiology, effective June 30, 2017.

If you choose to accept this offer, you would be joining UMass Memorial Medical Group as an employed physician and would concurrently be recommended for appointment to the Medical School faculty as Assistant Professor of Radiology, non-tenure track, pending formal approval by the Medical School Personnel Action Committee and Executive Council. The Medical Group and the Medical School participate in a "dual-employment" arrangement under which a portion of your compensation would be paid by the Medical School. Your employment would be governed by the terms and conditions of an employment agreement with the Medical Group, a copy of which will be forwarded to you upon acceptance of this offer.

- You will join our Musculoskeletal Radiology Division, as a full-time radiologist, reporting to Christopher Cerniglia, DO, Division Chief of MSK Radiology.

Your call obligation will be in the MSK Division. Our base call is 1:5. Any call beyond this will receive additional compensation, per departmental reimbursement policies, in place at the time of your additional call.

Participation in the education mission of UMMS is a fundamental responsibility of the Department of Radiology. This may include participation in clinical teaching as well as didactic instruction for medical students.

Your academic (non-clinical) days to develop mutually agreed-upon research projects will be allocated as follows:

- 1/2 day per week (23 days/year)

This allocation will be re-evaluated after six months at UMass.

Your successful development as an academic physician is important to us. You will receive mentoring and support for your work within the department, from other UMMS faculty, and through a resource network that includes other clinical and basic academic departments and programs. The UMMS Office of

Exhibit BBBB

Christopher P. Sereni, M.D.

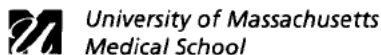
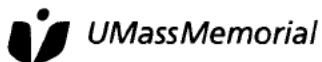
[REDACTED] • christopher.sereni@umassmemorial.org

Education

University of Massachusetts Memorial Medical Center Assistant Professor of Radiology, UMass Medical School Division of Musculoskeletal Imaging	Jul 2017- Present
Johns Hopkins University; Baltimore, MD Musculoskeletal Radiology Fellowship	Jul 2016- Jun 2017
Albert Einstein Medical Center, Philadelphia, PA Radiology Resident	Jul 2012- Jun 2016
Albert Einstein Medical Center, Philadelphia, PA Transitional-Year Resident	Jul 2011- Jun 2012
University of Medicine and Dentistry of New Jersey – Robert Wood Johnson Medical School (RWJMS) M.D., May 2011	Aug 2007- May 2011
Johns Hopkins University B.A. Biology and Mathematics, May 2007, GPA: 3.93	Aug 2003- May 2007

Honors and Achievements

Chief Radiologist Resident	Jun 2015-Jun 16
Alpha Omega Alpha, Junior member	2010
RWJMS Dean's Scholar (Full-Tuition Scholarship)	2007
RWJMS Alumni Scholarship	2009
RWJMS Summer Research Fellowship Recipient	2008
Phi Beta Kappa, Johns Hopkins University	2007



Department of Radiology

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Max P. Rosen, MD, MPH, FACR
Professor and Chair

August 2, 2018

Maria F. Barile, MD



Dear Dr. Barile,

On behalf of UMass Memorial Medical Group ("UMMMG") and the University of Massachusetts Medical School ("UMMS"), we are pleased to extend an offer of employment to you within the Department of Radiology, effective December 31, 2018. If you choose to accept this offer, you would be joining UMMMG as an employed physician, and your employment would be governed by the terms and conditions of an employment agreement with UMMMG, a copy of which will be forwarded to you upon acceptance of this offer.

Concurrently, you will be recommended for appointment to the faculty of UMMS as Assistant Professor within the Department of Radiology, non-tenure track, pending formal approval through the standard academic review process. Your faculty appointment and status will be governed by the Academic Personnel Policy for UMMS, (Dec.T95-022, as amended) (<https://goo.gl/w37PVG>). In addition to the services you will be providing under your employment agreement with UMMMG, you will also be performing certain services on behalf of UMMS, and a portion of your compensation will be paid to you by UMMS.

You will be joining us as a member of the Cardiothoracic Radiology Division. As a member of the Cardiothoracic Radiology Division, you will report to Dr. Karin Dill, Division Director for Cardiothoracic Radiology.

- You will be allocated 36 academic (non-clinical) days per fiscal year.
- You will be responsible for sharing in the weekend call (Saturday and Sunday) responsibilities which is currently 1:5 (approximately 10 weekends per calendar year).
- Holidays are distributed evenly among the Cardiothoracic division members. Any holiday which you work, will be "paid" with a "compensation" day at a mutually agreed upon time.

As a UMMS Faculty Member, you will be expected to demonstrate excellence in one or more Areas of Distinction (Health Care Delivery; Investigation; Education; Population Health and Public Policy), to demonstrate effectiveness in Educational Activities, and to participate in Academic Service. Educational Activities may include clinical teaching and mentoring, as well as didactic instruction for medical students, residents and other learners.

Your successful development as an academic physician is important to all of us. You will receive mentoring and support from faculty within the Department, from other UMMS faculty, and through a resource network that includes other clinical and basic science departments and programs. UMMM and UMMS offer a variety of programs to support your development. The UMMS Office of Faculty Affairs offers faculty development and mentoring to assist faculty in attaining their goals. Information and resources are available at <http://www.unassmed.edu/ofa>.

Your initial salary would be \$330,00 per year. You will be eligible to participate in the UMMM Physician Incentive Compensation Program after completing one year of employment. Please review the attached document entitled "Physician Benefits At-A-Glance," which outlines the current benefit package for employed physicians, and includes professional liability insurance, health, dental, and long-term disability insurance, paid time off, a practice allowance and an attractive retirement benefits program.

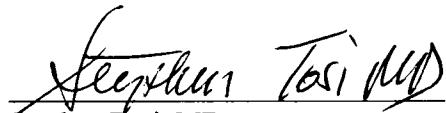
This offer is conditioned upon our receipt of a signed copy of this letter as your acceptance no later than August 31, 2018, three letters of satisfactory recommendation, evidence of a current, valid license to practice medicine in Massachusetts, satisfactory credentialing by our Office of Medical Staff Services, a satisfactory pre-employment physical, drug testing and criminal background check. Once you have indicated your acceptance, we will forward the materials needed for you to obtain third party provider enrollment, credentialing forms and a formal UMMM employment agreement for execution. Delays in your completion of these documents may result in a delay of your start date.

We are delighted in your interest in joining our Department and hope that you will choose to accept this offer. If you should have any questions, please call Ms. Randa Mowlood at 508-334-7755. We look forward to hearing from you.

Sincerely,



Max P. Rosen, MD, MPH

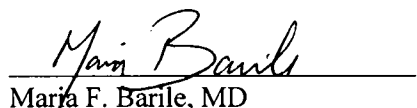


Stephen Tosi, MD

Chief Physician Executive

President, UMass Memorial Medical Group

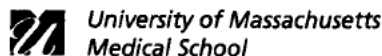
Accepted by:



Maria F. Barile, MD

8/20/18
Date

Cc: Luanne E. Thorndyke, MD, Vice Provost for Faculty Affairs, UMMS



Department of Radiology

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55 Lake Avenue North
Worcester, MA 01655
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max.rosen@umassmemorial.org
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Max P. Rosen, MD, MPH, FACR
Professor and Chair

June 15, 2018

Elisabeth Garwood, MD



Dear Dr. Garwood,

On behalf of UMass Memorial Medical Group ("UMMMG") and the University of Massachusetts Medical School ("UMMS"), we are pleased to extend an offer of employment to you within the Department of Radiology, effective September 28, 2018. If you choose to accept this offer, you would be joining UMMMG as an employed physician, and your employment would be governed by the terms and conditions of an employment agreement with UMMMG, a copy of which will be forwarded to you upon acceptance of this offer.

Concurrently, you will be recommended for appointment to the faculty of UMMS as Assistant Professor within the Department of Radiology, non-tenure track, pending formal approval through the standard academic review process. Your faculty appointment and status will be governed by the Academic Personnel Policy for UMMS, (Dec.T95-022, as amended) (<https://goo.gl/w37PVG>). In addition to the services you will be providing under your employment agreement with UMMMG, you will also be performing certain services on behalf of UMMS, and a portion of your compensation will be paid to you by UMMS.

You will be joining us as a member of the Musculoskeletal Division (MSK). As a member of the MSK division, you will report to Dr. Steve Baccei, Division Director for MSK. You will be expected to perform the full range of MSK related diagnostic interpretations (X-Ray, CT, MRI, and Ultrasound) and interventional MSK procedures (arthrograms, bone and soft tissue biopsies, joint injections).

From September 28, 2018 until June 30, 2019 your schedule will be as follows:

- You will be responsible for working on the 4-10 shift, on a combination of (Monday thru Thursday) 10 days per calendar month. This shift will be at Memorial Hospital, in order for you to be available to cover contrast injections at our MRI facility. At various times, we may ask you to cover contrast injections, and also perform arthrograms at our Shrewsbury Street outpatient MRI facility from 4-10 pm. These shifts would be included in your allocation of 10 4-10 pm shifts per month, NOT in addition to your allocation of 10 shifts per month.

- You will be scheduled in MSK during normal business hours during the remainder of your clinical time.
- You will be allocated 46 academic (non-clinical) days per 12 months (1 day per week).
- During this time period you will NOT be responsible for any weekend “call” coverage.

After July 1, 2019, your schedule will revert to that of all others in the MSK division.

- You will be allocated 46 academic (non-clinical) days per 12 months (1 day per week).
- You will be responsible for sharing in the weekend call responsibilities which is currently 1:5. The MSK division currently covers our outpatient MRI center from 8 am to 5 pm Saturday, Sunday, and Holidays.
- Holidays are distributed evenly among the MSK division members. Any holiday which you work, will be “paid” with a “compensation” day at a mutually agreed upon time.

As a UMMS Faculty Member, you will be expected to demonstrate excellence in one or more Areas of Distinction (Health Care Delivery; Investigation; Education; Population Health and Public Policy), to demonstrate effectiveness in Educational Activities, and to participate in Academic Service. Educational Activities may include clinical teaching and mentoring, as well as didactic instruction for medical students, residents and other learners.

Your successful development as an academic physician is important to all of us. You will receive mentoring and support from faculty within the Department, from other UMMS faculty, and through a resource network that includes other clinical and basic science departments and programs. UMMM and UMMS offer a variety of programs to support your development. The UMMS Office of Faculty Affairs offers faculty development and mentoring to assist faculty in attaining their goals. Information and resources are available at <http://www.umassmed.edu/ofa>.

Your initial salary would be \$330,000 per year. You will be eligible to participate in the UMMM Physician Incentive Compensation Program after completing one year of employment. Please review the attached document entitled “Physician Benefits At-A-Glance,” which outlines the current benefit package for employed physicians, and includes professional liability insurance, health, dental, and long-term disability insurance, paid time off, a practice allowance and an attractive retirement benefits program.


If you are able to accept our offer of employment and return your signed offer on or before July 30, 2018, we would like to offer a sign-on bonus of \$10,000. Per our usual practice, half of this will be paid after the first month of employment with UMMM, and the balance will be paid after completing six months of employment.

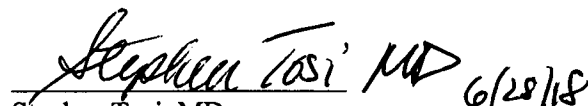
Also, UMMMG will reimburse you for reasonable moving expenses up to a maximum of \$5,000 upon receipt of proper documentation. This reimbursement must be repaid if your employment with UMMMG should last less than one year.

This offer is conditioned upon our receipt of a signed copy of this letter as your acceptance no later than July 30, 2018, three letters of satisfactory recommendation, evidence of a current, valid license to practice medicine in Massachusetts, satisfactory credentialing by our Office of Medical Staff Services, a satisfactory pre-employment physical, drug testing and criminal background check. Once you have indicated your acceptance, we will forward the materials needed for you to obtain third party provider enrollment, credentialing forms and a formal UMMMG employment agreement for execution. Delays in your completion of these documents may result in a delay of your start date.

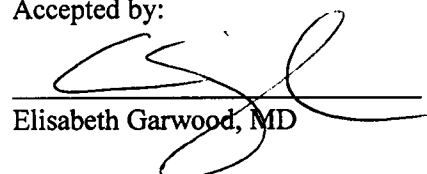
We are delighted in your interest in joining our Department and hope that you will choose to accept this offer. If you should have any questions, please call Randa Mowlood at 508-334-7755. We look forward to hearing from you.


Sincerely,


Max P. Rosen MD MPH
Professor and Chair
Department of Radiology


Stephen Tosi, MD
Chief Physician Executive
President, UMass Memorial Medical Group

Accepted by:


Elisabeth Garwood, MD


Date:

Cc: Luanne E. Thorndyke, MD, Vice Provost for Faculty Affairs, UMMS

Elisabeth Garwood, MD

CURRENT

University of Massachusetts Medical School
Assistant Professor of Radiology, Division of Musculoskeletal Radiology

New York University
Assistant Professor of Radiology, Division of Musculoskeletal Radiology
2016 - 2018

EDUCATION

New York University
New York, NY
Musculoskeletal Radiology Fellowship
2015 - 2016

University of California, San Francisco
San Francisco, CA
Radiology Residency
2011 - 2015

George Washington University Hospital
Washington, DC
Preliminary Internal Medicine
2010 - 2011

Pennsylvania State University College of Medicine
Hershey, PA
Doctor of Medicine
2010

University of Massachusetts
Amherst, MA
BSc., Animal Sciences / Pre-Veterinary Medicine
2001

AWARDS/HONORS

- | | |
|---|------|
| • Mellinger Scholarship for Medical Research | 2006 |
| • Doris Duke Clinical Research Fellowship | 2007 |
| • Dean's Travel Award | 2008 |
| • The Hershey Company Scholarship for Medical Students | 2009 |
| • Alpha Omega Alpha Honor Society | 2009 |
| • Best Medical Student Research Project Award and Invited Lecture | 2010 |
| • Dean's Award for Academic Excellence | 2010 |
| • Intern of the Year, Preliminary Medicine | 2011 |
| • Young Investigator Award, Society for Skeletal Radiology | 2016 |

Brian T. Brochu, M.D.Radiology Department
UMassBrian.Brochu@UMASSMEMORIAL.ORG**Education**

M.D., Jefferson Medical College, Thomas Jefferson University, Philadelphia, P.A./U.S.A. 1997

B.S. Biology (*Cum Laude*), Springfield College, Springfield, MA/U.S.A. 1992**Postdoctoral Training**

Fellowship, University of Massachusetts/UMass, Worcester, MA 2008-2009

Fellowship in MRI

Residency, University of Massachusetts Medical School, Worcester, MA 2004-2008

Internship, Albert Einstein Medical Center, Philadelphia, PA 1998

Academic AppointmentsAssistant Professor 2018-Present
Radiology, University of Massachusetts, Worcester, MA**Major Leadership Positions**Credentialing Committee 2018-Present
University of Massachusetts/Marlborough Campus, Marlborough, MADivision Chief, Radiology Division 2018-Present
University of Massachusetts/Marlborough Campus, Marlborough, MAMSQA Committee 2018-Present
University of Massachusetts/Marlborough Campus, Marlborough, MA**Other Positions and Employment**

UMass Memorial Medical Center, Worcester, MA 3/2018-Present

Commonwealth Radiology Associates, Salem, MA 5/2016-3/2018

UMass Memorial Medical Center, Worcester, MA 3/2015-5/2016

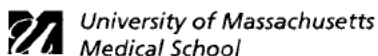
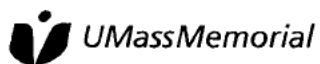
Private Practice, Marlborough Radiology Associates, Marlborough, MA 7/2009-3/2015

Massachusetts State Medical License 2006-Present

Clinical Discipline

Discipline, Radiology 2008-Present

Updated: Date



Department of Radiology

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max.rosen@umassmemorial.org
www.umassmemorial.org

July 6, 2017

Max P. Rosen, MD, MPH, FACR
Professor and Chair

Brian Brochu, MD



Dear Dr. Brochu,

On behalf of the UMass Memorial Medical Group and the University of Massachusetts Medical School, we are pleased to extend an offer of employment to you within the Department of Radiology, effective March 30, 2018.

If you choose to accept this offer, you would be joining UMass Memorial Medical Group as an employed physician and would concurrently be recommended for appointment to the Medical School faculty as an Assistant Professor of Radiology, non-tenure track, pending formal approval by the Medical School Personnel Action Committee and Executive Council. The Medical Group and the Medical School participate in a "dual-employment" arrangement under which a portion of your compensation would be paid by the Medical School. Your employment would be governed by the terms and conditions of an employment agreement with the Medical Group, a copy of which will be forwarded to you upon acceptance of this offer.

- You will join our Community Radiology Division, as a 1.0 FTE radiologist, reporting to Darren Brennan, MD Vice-chair for Community and Network Operations. You will represent UMass Radiology as the chief of Radiology at Marlborough Hospital (pending approval by the appropriate boards). In this capacity, we expect that you will fully integrate into the clinical and administrative activities of Marlborough Hospital and participate in all meetings, committees and leadership roles as expected of their chiefs of service. The majority of your time will be spent at Marlborough Hospital.
- At Marlborough Hospital, we expect that you will focus on "general x-ray" and fluoroscopy, Chest/Abdomen/Pelvic CT, non-Ob ultrasound, MSK MRI, and be able to perform the full range of CT and US guided procedures, including biopsies, drainages, arthrograms and venous access.
- In addition, we expect that you will be available to perform clinical and other duties related to the practice of Radiology at all sites covered by UMass Radiology, including, but not limited to Health Alliance Hospital, Clinton Hospital, and UMass Memorial Medical Center.

- Your call obligation will be in the Abdominal Division. Our base call is 1:5. There currently is no expectation to carry a beeper.

Participation in the education mission of UMMS is a fundamental responsibility of the Department of Radiology. This may include participation in clinical teaching as well as didactic instruction for medical students.

- Given your more than 5 years working in the UMass system, you will be allocated 7 weeks (35 days vacation) per year.
- Your non-clinical time will be allocated to 1/2 day week (22.5 days per year).

Your successful development as an academic physician is important to us. You will receive mentoring and support for your work within the department, from other UMMS faculty, and through a resource network that includes other clinical and basic academic departments and programs. The UMMS Office of Faculty Affairs offers faculty development and mentoring programs to assist faculty in attaining their goals. Information and resources are available at <http://www.umassmed.edu/ofa>.

- Your base salary as a 1.0 FTE would be \$375,000 per year.

In addition, during your first two years (April 1, 2018 to March 30, 2020) we are able to offer you up to an additional week of conference time each year (10 days in total) to attend mutually agreed-upon CME courses to enhance your skill set(s). UMMMG will cover the reasonable costs associated with registration, travel, food, etc. for these CME activities. Please let me know which course you would like to attend at least 90 days in advance, so that we can “pre-approve” your registration and travel expenses.


You will be eligible for participation in our incentive compensation plan, although there is no guarantee that this plan will be funded in any given year.


Please review the attached document entitled “Physician Benefits At-A-Glance”, which outlines the current benefit package for employed physicians, and includes professional liability insurance, health, dental, and long-term disability insurance, paid time off, a practice allowance and an attractive retirement benefits program.

This offer is conditioned upon our receipt of a signed copy of this letter as your acceptance no later than July 30, 2017. Employment will be contingent on receiving three letters of satisfactory recommendation, evidence of a current, valid license to practice medicine in Massachusetts, satisfactory credentialing by our medical staff office, a satisfactory pre-employment physical and criminal background check according to UMass Memorial policy and the Massachusetts statute on criminal offender’s records. Once you have indicated your acceptance, we will forward the materials needed for you to obtain third party provider enrollment, credentialing forms and a formal Medical Group employment agreement for execution. Delays in your completion of these documents may result in a delay of your start date.

We are delighted in your interest in joining our Department and hope that you will choose to accept this offer. If you should have any questions, please call Randa Mowlood at 508-334-7755. We look forward to hearing from you.

Sincerely,

 7/10/2017
Max P. Rosen, MD, MPH Date:
Professor and Chair
Department of Radiology

 7/24/17
Stephen Tosi, MD Date:
Chief Physician Executive
UMass Memorial Medical Group

 7/30/2017.
Brian Brochu, MD Date:

Cc: Luanne Thorndyke, MD

RYAN TAI, MD

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

EDUCATION:

August 2007 - June 2011	Warren Alpert Medical School of Brown University, Providence, RI Doctor of Medicine, Concentration in Disaster Medicine
September 2003 - May 2007	Brown University, Providence, RI Bachelor of Arts in Economics with Magna Cum Laude

POSTDOCTORAL TRAINING:

July 2016 - June 2017	Brigham and Women's Hospital/ Harvard Medical School, Boston, MA Musculoskeletal Imaging and Intervention Fellowship
January 2016 - June 2016	Brigham and Women's Hospital/ Harvard Medical School, Boston MA Breast Imaging Mini-Fellowship
July 2012 - June 2016	Brigham and Women's Hospital/Harvard Medical School, Boston, MA Diagnostic Radiology Residency
June 2011 - June 2012	Roger Williams Medical Center/Boston University School of Medicine, Providence, RI Internal Medicine Internship

FACULTY ACADEMIC APPOINTMENTS:

July 2017 - Present	University of Massachusetts Medical School, Worcester, MA Assistant Professor of Radiology
---------------------	--

APPOINTMENTS AT HOSPITALS:

July 2017 - Present	UMass Memorial Medical Center, Worcester, MA Attending Radiologist, Division of Musculoskeletal Imaging and Intervention
---------------------	--

July 2017 - Present	UMass Memorial Marlborough Hospital , Marlborough, MA Attending Radiologist, Division of Musculoskeletal Imaging and Intervention
July 2017 - Present	UMass Memorial Health Alliance-Clinton Hospital , Clinton and Leominster, MA Attending Radiologist, Division of Musculoskeletal Imaging and Intervention

BOARD CERTIFICATION:

October 2017	American Board of Radiology Board Certified
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LICENSURE:

June 2012 - Current	Massachusetts State Medical Board License 265324
---------------------	--

WORK EXPERIENCE:

June 2007 - August 2007	Alaska Native Medical Center , Anchorage, AK Indian Health Services Extern in Neurology
June - August 2006, May - August 2005	Sandia National Laboratories , Albuquerque, NM Research Intern in the International Biological Threat Reduction Program

COMMITTEE SERVICE:

July 2017 - Present	University of Massachusetts Medical School Clinical Competence Committee for the Musculoskeletal Radiology Fellowship
July 2017 – Present	University of Massachusetts Medical School Resident Mentorship and the Resident Selection Committee
July 2017 – Present	UMass Memorial Medical Center Musculoskeletal Radiology MRI Protocol Modernization Committee

TEACHING EXPERIENCE:

July 2017 - Present	UMass Memorial Medical Center/ University of Massachusetts Medical School
---------------------	--



Department of Radiology

University Campus
55 Lake Avenue North
Worcester, MA 01655
Tel: 508-856-3252
Fax: 508-856-4910
max.rosen@umassmemorial.org
www.umassmemorial.org

Max P. Rosen, MD, MPH, FACR
Professor and Chair

December 5, 2016

Ryan Tai, MD



Dear Dr. Tai,

On behalf of the UMass Memorial Medical Group and the University of Massachusetts Medical School, we are pleased to extend an offer of employment to you within the Department of Radiology, effective July 17, 2017.

If you choose to accept this offer, you would be joining UMass Memorial Medical Group as an employed physician and would concurrently be recommended for appointment to the Medical School faculty as Assistant Professor of Radiology, non-tenure track, pending formal approval by the Medical School Personnel Action Committee and Executive Council. The Medical Group and the Medical School participate in a "dual-employment" arrangement under which a portion of your compensation would be paid by the Medical School. Your employment would be governed by the terms and conditions of an employment agreement with the Medical Group, a copy of which will be forwarded to you upon acceptance of this offer.

- You will join our Musculoskeletal Radiology Division, as a full-time radiologist, reporting to Christopher Cerniglia, DO, Division Chief of MSK Radiology.

Your call obligation will be in the MSK Division. Our base call is 1:5. Any call beyond this will receive additional compensation, per departmental reimbursement policies, in place at the time of your additional call.

Participation in the education mission of UMMS is a fundamental responsibility of the Department of Radiology. This may include participation in clinical teaching as well as didactic instruction for medical students.

Your academic (non-clinical) days to develop mutually agreed-upon research projects will be allocated as follows:

- 1/2 day per week (23 days/year)

This allocation will be re-evaluated after six months at UMass.

Your successful development as an academic physician is important to us. You will receive mentoring and support for your work within the department, from other UMMS faculty, and through a resource network that includes other clinical and basic academic departments and programs. The UMMS Office of Faculty Affairs offers faculty development and mentoring programs to assist faculty in attaining their goals. Information and resources are available at <http://www.umassmed.edu/ofa>.

Your base salary would be \$325,000 per year, and you will be eligible for participation in our incentive compensation plan, although there is no guarantee that this plan will be funded in any given year.


Please review the attached document entitled "Physician Benefits At-A-Glance", which outlines the current benefit package for employed physicians, and includes professional liability insurance, health, dental, and long-term disability insurance, paid time off, a practice allowance and an attractive retirement benefits program.

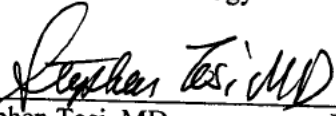
The Medical Group will reimburse a maximum of \$5,000 upon receipt of proper documentation for reasonable expenses of moving household goods and personal effects to your new home. This reimbursement must be returned if your employment with the medical group is less than one year. Based on IRS guidelines if your current residence is within 50 miles of the work site, this reimbursement will be considered taxable income.

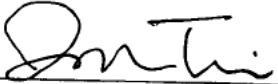
This offer is conditioned upon our receipt of a signed copy of this letter as your acceptance no later than December 19, 2016. Employment will be contingent on receiving three letters of satisfactory recommendation, evidence of a current, valid license to practice medicine in Massachusetts, satisfactory credentialing by our medical staff office, a satisfactory pre-employment physical and criminal background check, according to UMass Memorial policy and the Massachusetts statute on criminal offender's records. Once you have indicated your acceptance, we will forward the materials needed for you to obtain third party provider enrollment, credentialing forms and a formal Medical Group employment agreement for execution. Delays in your completion of these documents may result in a delay of your start date.

We are delighted in your interest in joining our Department and hope that you will choose to accept this offer. If you should have any questions, please call Randa Mowlood at 508-334-7755. We look forward to hearing from you.

Sincerely,

 12/6/2016
 Max P. Rosen, MD, MPH Date:
 Professor and Chair
 Department of Radiology

 12/16/16
 Stephen Tosi, MD Date:
 Chief Physician Executive
 UMass Memorial Medical Group

 12/19/2016
 Ryan Tai, M.D. Date:

George (Chip) J. Watts V, M.D.

(956) 414-2750

FACULTY POSITION

07/2017 – Current **University of Massachusetts Medical School**
Assistant Professor
Musculoskeletal Imaging and Intervention
Department of Radiology
Worcester, MA

FELLOWSHIP

07/2016 – 06/2017 **Thomas Jefferson University Hospital**
Musculoskeletal Imaging and Intervention
Department of Radiology
Philadelphia, PA

RESIDENCY

07/2012 – 06/2016 **Beth Israel Deaconess Medical Center**
Harvard Medical School
Radiology Residency Program
Boston, MA

INTERNSHIP

07/2011 – 06/2012 **John Peter Smith Hospital**
Transitional Program
Fort Worth, TX

EDUCATION

08/2007 – 06/2011 **University of Texas Medical Branch**
M.D.
Galveston, TX

08/2003 – 05/2007 **Texas Christian University**
B.S. in Biology, *magna cum laude*
Fort Worth, TX

Exhibit CCCCC

Newman, Diann (Human Resources)

From: Podesta, Maureen
Sent: Monday, May 09, 2016 10:05 AM
To: Mathis, Cheryl; Anti, Judy; Newman, Diann (Human Resources); Richardson, Deb; Joly, Robert; Martella, Rebecca; Flis, Melissa; Jackson, Chris (Medical Group Administration); Heffernan, Megan; Caputo, Tiffany
Subject: Agrawal - Neuroradiology UMMMG
Attachments: NPN FORM.xml; New Provider Notification Form.xsn

Maureen

Maureen Podesta, CPMSM
 Director, Medical Staff Services/Provider Enrollment
 UMass Memorial Medical Center
 281 Lincoln Street, Suite HM2-212
 Worcester, MA 01605
 (508-334-8017 phone)
 (508-334-8235 fax)
 (508-426-5168 page)

From: Zink, Ashley
Sent: Friday, May 06, 2016 4:06 PM
To: Medical Staff Services
Cc: Provider Enrollment
Subject: New Provider Notification Form

New Provider Notification Form

NEW PROVIDER NOTIFICATION FORM

Please complete this form in its entirety to ensure successful submission. Incomplete information may delay the credentialing and/or provider enrollment process.

If provider is already on staff, and this is a request for Provider Enrollment ONLY please check here: ☐

SECTION I DEPARTMENT INFORMATION

Date of Submission: 5/6/2016

Anticipated Start Date: 8/31/2016

Department Contact Name: Ashley Zink

Department Contact Phone: 508-856-6316

Authorizing Department Chair/Division Chief: Max Rosen, MD

Department: Radiology

Division: Neuroradiology

Additional Department/Division(s):

SECTION II PROVIDER INFORMATION

Applicant Name (legal name as it appears on the provider's Massachusetts professional license):

First: Jay

Middle:

Last: Agrawal

(Active, Courtesy, Consulting and Locum Only)

Administrative Title If Applicable (Chair, Chief, Program Director, etc.)

Home Address: Please no P.O. Boxes

Current Home Address: 61 GrandeVille Road SW Unit 1123, Rochester, MN 55902

Current Home Phone: Cell Phone: 240-464-6185

Email: Agrawal.Jay@mayo.edu

Will this address change when the provider begins work at UMass Memorial Medical Center? Yes ☒ No ☐

PLEASE NOTE: If Yes, please provide new home address information on Provider Status Change Form when available.

Current Practice Location:

Can provider be contacted at work? Yes ☐ No ☒

Will this affiliation remain effective after joining UMass Memorial? ☐ Yes ☒ No

If Yes, will this affiliation be the provider's primary affiliation? ☐ Yes ☐ No

Credentialing Application materials should be sent to applicant via the following email

address: Agrawal.Jay@mayo.edu

(Provider Enrollment materials will be sent via UPS)

SECTION III SPECIALTY AND SUBSPECIALTY INFORMATION

Clinical Specialty 1 – primary practicing (Must be specialty board certified, board eligible, or have completed a training program in specialty):

Diagnostic Radiology

Clinical Specialty 2 – other (Must be specialty board certified, board eligible, or have completed a training program in specialty):

Select...

Additional Specialties/Subspecialties (Must be specialty board certified, board eligible, or have completed a training program in specialty):

Patient Categories: ☐ Adult ☐ Pediatric ☒ Both

SECTION IV STAFF CATEGORY

Applicant to be posted on Find-A-Doc: ☒ Yes ☐ No

(Active, Active Referring, UMMMG or UMMMG/CMG Employee, or Managed Care Network physicians only)

Physicians (Includes MD, DO, PhD, DMD...)

☒ Active ☐ Active Referring ☐ Courtesy (includes moonlighters)

- ☐ Consulting ☐ Non-Physician
☐ Podiatry-Courtesy ☐ Locum Tenens Physician**
☐ Podiatry-Active ☐ Temporary Non-Locum (<30 days within a one year period)

Temporary/Locum Assignment is: ☐ Contracted Directly with Provider ☐ Contracted with Locum Agency
☐ **Locum Long Term > 30 days in a one year period ☐ Locum Short Term < 30 days in a one year period

Locum Agency Name:

Locum Agency Contact Name:

Locum Agency email:

Locum Agency Phone:

REQUIRED FOR ALL LOCUM PROVIDERS: CLICK HERELocum Agency Physical Address: (No P.O. Boxes)

Company:

Contact Name:

Street:

Suite:

City:

State:

Zip:

Phone:

Fax:

Email:

Affiliate Practitioners (Includes NP, PA, CRNA, LICSW...)

- ☐ Affiliate Practitioner *&
☐ Locum Tenens Affiliate Practitioner *&**

*Supervising/Collaborating Physician:

Temporary/Locum Assignment is:

- ☐ Contracted Directly with Provider ☐ Contracted with Locum Agency
☐ **Locum Long Term > 30 days in a one year period ☐ Locum Short Term < 30 days in a one year period

Locum Agency Physical Address: (No P.O. Boxes)

Company:

Contact Name:

Street:

Suite:

City:

State:

Zip:

Phone:

Fax:

Email:

SECTION V UMASS MEMORIAL PRACTICE INFORMATION

UMass Memorial Medical Group

Practice Type:

Employee

☒ Full Time ☐ Part Time ☐ Per Diem

☒ Dual ☐ Non-Dual
Malpractice Coverage: Will Provider Be Covered By UMass Memorial Self Insurance Program? ☒ Yes ☐ NoProvider Will Be: ☐ PCP ☐ Specialist ☐ PCP/Specialist ☒ Other: radiologistBilling: ☐ UMass Memorial Medical Group ☒ APS Radiology ☐ No BillingIf billing through UMass Memorial Group, please also submit a Billing Area FormIs Provider in a Fellowship Program with Billing Requested? ☐ Yes ☒ NoIf yes, has clinical department cleared billing with Compliance Department: ☐ Yes ☐ No ☒ N/A

SECTION VI PRACTICE LOCATIONS

Primary Practice/Group Legal Name: Umass Memorial Medical Group

Other Patient Care Location:

Practice Site Location Name:

Street:

Suite:

City:

State:

Zip:

Other Location Phone # :

& Fax # :

Email:

This address is administrative/correspondence address: ☐ Yes ☐ No**Other Patient Care Location:**

Practice Site Location Name:

Street:

Suite:

City:

State:

Zip:

Other Location Phone # :

& Fax # :

Email:

This address is administrative/correspondence address: ☐ Yes ☐ No**If none of the above are the Administrative/Correspondence Address, please list below:**

Administrative Location Name:

Street:

Suite:

City:

State:

Zip:

Administrative Location Phone # :

& Fax # :

Email:

SECTION VII CLINICAL AFFILIATIONS

Applicant's Primary Affiliation will be:

☒ UMass Memorial Medical Center ☐ HealthAlliance ☐ Clinton ☐ Marlborough ☐

Other:

Check any other facilities at which the applicant will need clinical privileges as part of affiliation with UMass Memorial:



Clinton



Marlborough



Wing



Day Kimball



Milford Reg. Medical Center



eICU Provider



Health Alliance



Heywood



Devens



Commonwealth Medicine



EMK



Fairlawn Rehab.



Harrington



Community Healthlink



Family Health Center



Meadows



Parkview



Whittier



Southborough Med Group



Melrose-Wakefield



Holy Family Hospital



St. Elizabeth's



Fresenius



Davita



Vibra Healthcare



Norwood Hospital



Johnson Memorial



Wingate

Other:

SECTION VIII CREDENTIALS DOCUMENTS

Please scan the current C.V. along with any of the other below listed documents to medicalstaffservices@umassmemorial.org

- Current C.V. (Required to begin credentialing process)
- Massachusetts Professional License
- Federal DEA Registration
- MA State Controlled Substances Registration
- Specialty Board Certification
- NPI Notification Letter

SECTION IX COMMENTS:

Dr. Jay Agrawal is a new Neuroradiologist with an anticipated Start date of 8/31/16

Links: [Staff Category Descriptions](#) and [Billing Area Forms](#)

For any changes to this information (start date, addresses, affiliations, name, etc.) a [Provider Status Change Form](#) must be submitted.

Agrawal Jay CV 02 12 16.pdf

Adobe Acrobat Document

105 KB

File Attachment

File Attachment

File Attachment

File Attachment

File Attachment

File Attachment

File Attachment



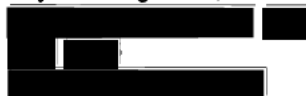
Department of Radiology

University Campus
55 Lake Avenue North
Worcester, MA 01655
Tel: 508-856-3252
Fax: 508-856-4910
max.rosen@umassmemorial.org
www.umassmemorial.org

Max P. Rosen, MD, MPH, FACR
Professor and Chair

April 5, 2016

Jay Paul Agrawal, MD



Email: [REDACTED]

Dear Dr. Agrawal,

On behalf of the UMass Memorial Medical Group and the University of Massachusetts Medical School, we are pleased to extend an offer of employment to you within the Department of Radiology, effective August 31, 2016.

If you choose to accept this offer, you would be joining UMass Memorial Medical Group as an employed physician and would concurrently be recommended for appointment to the Medical School faculty as Assistant Professor of Radiology, non-tenure track, pending formal approval by the Medical School Personnel Action Committee and Executive Council. Your employment would be governed by the terms and conditions of an employment agreement with the Medical Group, a copy of which will be forwarded to you upon acceptance of this offer.

- You will join our Neuroradiology Division, as a full-time radiologist, reporting to Sathish Dundamadappa, MD, Interim Division Chief of Neuroradiology.

Your call obligation will be in the Neuroradiology Division. Our base call is 1:5. Any call beyond this will receive additional compensation, per departmental reimbursement policies, in place at the time of your additional call. As part of the routine "day" the Neuroradiology Division also covers a 4-10 pm shift on a rotating basis. (When you are scheduled on this shift, you are not scheduled to do any other clinical work that day).

Participation in the education mission of UMMS is a fundamental responsibility of the Department of Radiology. This may include participation in clinical teaching as well as didactic instruction for medical students.

Your academic (non-clinical) days will be allocated as follows:

- Two days per week (92 days per year, i.e. 2 days per 46 "non-vacation" weeks)

It's our hope that you will use this time to develop your research portfolio, with the goal that one day your research will be independently funded. I will work with you to identify mentors within the UMass IT and Medical School clinical communities, as well as suitable mentors/collaborators at other partner institutions. I am also fully supportive of your participation in grant writing or other career development workshops/peer groups at UMass, as well as those offered by national organizations, in order to help you achieve your career goals. This allocation of non-clinical time will be re-evaluated after two years at UMass.

Your successful development as an academic physician is important to us. You will receive mentoring and support for your work within the department, from other UMMS faculty, and through a resource network that includes other clinical and basic academic departments and programs. The UMMS Office of Faculty Affairs offers faculty development and mentoring programs to assist faculty in attaining their goals. Information and resources are available at <http://www.umassmed.edu/ofa>.

Your base salary would be \$325,000 per year, and you will be eligible for participation in our incentive compensation plan, although there is no guarantee that this plan will be funded in any given year.


Please review the attached document entitled "Physician Benefits At-A-Glance", which outlines the current benefit package for employed physicians, and includes professional liability insurance, health, dental, and long-term disability insurance, paid time off, a practice allowance and an attractive retirement benefits program.


The Medical Group will reimburse a maximum of \$5,000 upon receipt of proper documentation for reasonable expenses of moving household goods and personal effects to your new home. This reimbursement must be returned if your employment with the medical group is less than one year. Based on IRS guidelines if your current residence is within 50 miles of the work site, this reimbursement will be considered taxable income.

This offer is conditioned upon our receipt of a signed copy of this letter as your acceptance no later than April 30, 2016. Employment will be contingent on receiving three letters of satisfactory recommendation, evidence of a current, valid license to practice medicine in Massachusetts, satisfactory credentialing by our medical staff office, a satisfactory pre-employment physical and criminal background check, according to UMass Memorial policy and the Massachusetts statute on criminal offender's records. Once you have indicated your acceptance, we will forward the materials needed for you to obtain third party provider enrollment, credentialing forms and a formal Medical Group employment agreement for execution. Delays in your completion of these documents may result in a delay of your start date.

We are delighted in your interest in joining our Department and hope that you will choose to accept this offer. If you should have any questions, please call Randa Mowlood at 508-334-7755. We look forward to hearing from you.

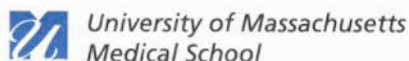
Sincerely,


 Max P. Rosen, MD, MPH Date: APR 6, 2016
 Professor and Chair
 Department of Radiology


 Stephen Tosi, MD Date: 4/19/16
 Chief Physician Executive
 UMass Memorial Medical Group


 Jay Agrawal, MD Date: 4/28/2016

Exhibit DDDDD



Department of Radiology

University Campus
55 Lake Avenue North
Worcester, MA 01655
Tel: 508-856-3252
Fax: 508-856-4910
max.rosen@umassmemorial.org
www.umassmemorial.org

Max P. Rosen, MD, MPH, FACR
Professor and Chair

February 14, 2017

Dear Diagnostic Radiology Faculty,

I am pleased to introduce the new salary structure for the Department of Radiology that will be effective March 1, 2017.

Here are the highlights:

- 1) The base salary will be \$330,000.
- 2) Associate Professors will receive an additional \$10,000.
- 3) Professors will receive an additional \$10,000.
- 4) Division and/or Medical Chiefs will receive \$15,000.
- 5) Vice Chairs will receive \$15,000.
- 6) Other administrative/clinical roles may receive monetary support at the discretion of the Chair.
- 7) The above salary and stipends are full-time faculty and will be prorated for part-timers.

For this year, salary adjustments will be made for faculty with more than a 1000 RVUs behind the 50th percentile of the AAARAD RVU benchmark. The adjustment will be capped at 5% of the total salary. The monetary value of an RVU will be based on the average collection/RVU in fiscal year 2016. This was mandated by the hospital's funds flow committee.

You will receive individual letters outlining your new salary effective March 1, 2017.

Thank you for your patience with this project. I am confident that this new structure will provide competitive salaries, compensation transparency, and a clear promotion trajectory.

Sincerely,

Max P. Rosen, MD, MPH
Chair Department of Radiology

Cc. Randa Mowlood

UMM-03898

Exhibit EEEEE

Wilson, Cindy

From: Rosen, Max
Sent: Tuesday, February 03, 2015 10:44 AM
To: Wilson, Cindy
Subject: FW: Confidential

From: Rosen, Max
Sent: Tuesday, November 18, 2014 4:18 PM
To: Wakhloo, Ajay; Puri, Ajit
Cc: Sambito, Sharon; Borezo, Doreen; Rosen, Max
Subject: Confidential

Dear Ajit and Ajay,

I am writing to summarize our meeting from last week and to outline the extra compensation for December 2014-June 2015 due to Chuck's absence.

In FY 2014 the NIR division performed approximately 24,000 wRVU.

- 12,000 Puri
- 1,850 Wakhloo

During the period when you are short staffed we will provide additional payments of \$30/wRVU (paid quarterly) for work above the following levels:

- Puri : 2,500 / 3 months (based on 90th percentile AARAD)
- Wakhloo 500/3 months

In addition, extra call will be paid at our standard rate.

Can you each respond to this e-mail that you are in agreement, or let me know any questions/concerns.

Thanks so much for helping out during this time of short-staffing. I really appreciate it.

Best,

Max

Exhibit FFFFF

										1/1/2016	1/1/2017	3/1/2017	1/1/2018	1/1/2019
	Current Academic Rank	DOB	Gender	Ethnicity	Most Recent DOH	Division	Interventional?	Term Date		Annualized	Annualized	Annualized	Annualized	Annualized
	Assoc. Professor	7/6/1950	F	ASIAN	1/5/1992	CHEST THORACIC RADIOLOGY	No	3/15/2019		\$283,375.04	\$283,375.04	\$320,800.06	\$339,999.92	\$339,999.92
	Assoc. Professor	12/26/1960	F	WHITE	6/30/2002	PEDIATRIC RADIOLOGY	No			\$307,229.94	\$307,229.94	\$329,999.90	\$329,999.90	\$339,999.92
	Professor	7/13/1959	M	ASIAN	2/2/2004	BODY IMAGING & INTERVENTIONAL	No			\$311,884.98	\$305,485.02	\$339,999.92	\$349,999.94	\$349,999.94
	Asst. Professor	3/15/1962	M	WHITE	8/1/2004	PEDIATRIC RADIOLOGY	No	1/9/2017		\$350,025.10	\$350,025.10			
	Asst. Professor	1/9/1969	F	ASIAN	7/1/2005	BODY IMAGING & INTERVENTIONAL	Yes			\$293,265.02	\$293,265.02	\$313,500.10	\$313,500.10	
	Assoc. Professor	12/16/1952	M	ASIAN	7/1/2005	BREAST IMAGING	No			\$336,785.07	\$336,785.07	\$369,999.97	\$369,999.97	\$369,999.97
	Professor	8/10/1957	M	ASIAN	7/1/2005	NEURO IMAGING AND INTERVENTION	Yes	2/1/2018			\$599,999.92	\$599,999.92	\$599,999.92	
	Assoc. Professor	3/26/1960	M	ASIAN	8/1/2006	NEURORADIOLOGY	No	6/30/2017			\$361,584.08	\$361,584.08		
	Assoc. Professor	4/3/1975	M	ASIAN	8/3/2006	NEURORADIOLOGY	No			\$293,265.44	\$371,750.91	\$371,750.91	\$371,750.91	\$371,750.91
	Asst. Professor	1/14/1976	F	ASIAN	1/1/2007	PEDIATRIC RADIOLOGY	No			\$279,299.90	\$279,299.90	\$329,999.90	\$329,999.90	\$329,999.90
	Asst. Professor	2/28/1966	M	WHITE	7/31/2007	RADIOLOGY MEMORIAL	No			\$302,774.99	\$302,774.99	\$345,000.03	\$345,000.03	\$345,000.03
	Assoc. Professor	4/27/1973	M	WHITE	9/4/2007	MUSCULOSKELETAL RADIOLOGY	No			\$317,965.02	\$307,965.01	\$355,000.05	\$365,000.06	\$365,000.06
	Assoc. Professor	9/10/1957	M	ASIAN	1/21/2008	BODY IMAGING & INTERVENTIONAL	Yes			\$297,920.06	\$297,920.06	\$329,999.90	\$355,000.05	\$355,000.05
	Professor	10/20/1949	M	ASIAN	1/28/2008	BODY IMAGING & INTERVENTIONAL	Yes	8/30/2019		\$379,999.98	\$379,999.98	\$379,999.98	\$379,999.98	\$379,999.98
	Asst. Professor	6/23/1974	M	WHITE	7/20/2009	MUSCULOSKELETAL RADIOLOGY	No	11/4/2016		\$311,884.98				
	Asst. Professor	9/23/1978	M	ASIAN	7/1/2010	NEURORADIOLOGY	No			\$293,265.02	\$349,999.94	\$349,999.94	\$349,999.94	\$349,999.94
	Asst. Professor	9/21/1974	M	WHITE	7/1/2010	BODY IMAGING & INTERVENTIONAL	Yes	6/30/2017		\$303,999.90	\$303,999.90	\$303,999.90		
	Assoc. Professor	3/21/1978	M	WHITE	7/12/2010	MUSCULOSKELETAL RADIOLOGY	No			\$303,265.04	\$303,265.04	\$359,999.95	\$369,999.97	\$369,999.97
	Assoc. Professor	1/6/1979	M	ASIAN	7/1/2011	RADIOLOGY MEMORIAL	No			\$294,000.10	\$339,999.92	\$339,999.92	\$373,799.92	\$373,799.92
	Assoc. Professor	11/26/1976	M	ASIAN	10/9/2011	NEURO IMAGING AND INTERVENTION	Yes			\$499,999.97	\$499,999.97	\$499,999.97	\$499,999.97	\$599,999.92
	Professor	10/30/1959	M	WHITE	3/1/2012	RADIOLOGY ADMIN	No			\$649,270.96	\$662,255.98	\$662,255.98	\$675,501.01	\$716,031.06
	Assoc. Professor	10/12/1979	F	WHITE	7/1/2012	BREAST IMAGING	No				\$329,999.90	\$329,999.90	\$329,999.90	\$339,999.92
	Asst. Professor	6/17/1979	M	ASIAN	7/30/2012	RADIOLOGY MEMORIAL	No			\$294,000.10	\$294,000.10	\$329,999.90	\$329,999.90	\$329,999.90
	Asst. Professor	3/25/1982	M	ASIAN	7/30/2012	VASCULAR INTERVENTIONAL	Yes			\$349,999.94	\$349,999.94	\$450,000.10	\$450,000.10	\$450,000.10
	Asst. Professor	9/23/1979	M	WHITE	7/30/2012	CHEST THORACIC RADIOLOGY	No			\$294,000.10				
	Asst. Professor	5/4/1978	F	WHITE	8/20/2012	RADIOLOGY MEMORIAL	No			\$294,000.10	\$294,000.10	\$329,999.90	\$329,999.90	\$329,999.90
	Asst. Professor	5/29/1976	M	WHITE	8/12/2013	PEDIATRIC RADIOLOGY	No			\$255,000.10	\$310,000.08	\$345,000.03	\$345,000.03	\$345,000.03
	Asst. Professor	10/17/1980	F	WHITE	6/27/2014	NEURORADIOLOGY	No	2/25/2016		\$270,000.02				
	Asst. Professor	7/13/1981	M	WHITE	7/30/2014	MUSCULOSKELETAL RADIOLOGY	No	2/22/2019		\$249,999.98	\$325,000.00	\$329,999.90	\$329,999.90	\$329,999.90
	Professor	7/11/1964	M	WHITE	12/31/2014	VASCULAR INTERVENTIONAL	Yes			\$400,000.02	\$400,000.02	\$440,000.08	\$440,000.08	\$440,000.08
	Instructor	4/11/1955	M	WHITE	2/27/2015	RADIOLOGY MEMORIAL	No	6/23/2017		\$249,999.98	\$249,999.98	\$249,999.98		
	Asst. Professor	6/7/1964	M	WHITE	6/30/2015	RADIOLOGY MEMORIAL	No	6/30/2018		\$249,999.98	\$249,999.98	\$300,000.06	\$300,000.06	
	Asst. Professor	12/17/1982	M	WHITE	7/1/2015	RADIOLOGY MEMORIAL	No	1/30/2018		\$249,999.98	\$300,000.06	\$329,999.90	\$329,999.90	
	Asst. Professor	8/6/1975	M	WHITE	7/31/2015	NEURORADIOLOGY	No	10/13/2016		\$274,999.92				
	Asst. Professor	1/8/1981	F	WHITE	8/31/2015	BREAST IMAGING	No			\$274,999.92	\$329,449.95	\$329,999.90	\$329,999.90	\$329,999.90
	Asst. Professor	7/14/1974	M	WHITE	8/31/2015	NEURO IMAGING AND INTERVENTION	Yes	8/17/2018		\$394,999.90	\$394,999.90	\$394,999.90	\$394,999.90	
	Asst. Professor	9/14/1982	F	ASIAN	8/31/2015	BREAST IMAGING	No	4/29/2016		\$264,999.90				
	Asst. Professor	10/28/1978	M	WHITE	10/1/2015	NEURO IMAGING AND INTERVENTION	Yes			\$249,999.98	\$249,999.98	\$300,000.06	\$300,000.06	
	Asst. Professor	1/6/1982	M	WHITE	12/21/2015	VASCULAR INTERVENTIONAL	Yes			\$280,000.03	\$280,000.03	\$365,749.90	\$365,749.90	\$385,000.10
	Assoc. Professor	1/17/1969	F	WHITE	2/29/2016	CHEST THORACIC RADIOLOGY	No	7/8/2019			\$329,999.90	\$355,000.05	\$355,000.05	\$355,000.05
	Asst. Professor	9/10/1984	M	WHITE	6/30/2016	BODY IMAGING & INTERVENTIONAL	No				\$270,000.02	\$329,999.90	\$329,999.90	\$329,999.90

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UMM-00721

Asst. Professor	8/18/1984	M	WHITE	7/11/2016	BODY IMAGING & INTERVENTIONAL	No			\$274,999.92	\$329,999.90	\$329,999.90	\$345,000.03
Asst. Professor	6/6/1976	M	WHITE	7/30/2016	MUSCULOSKELETAL RADIOLOGY	No	5/31/2017		\$325,000.00	\$325,000.00		
Asst. Professor	1/9/1983	M	WHITE	8/31/2016	NEURORADIOLOGY	No			\$325,000.00	\$329,999.90	\$329,999.90	\$329,999.90
Asst. Professor	3/3/1969	M	ASIAN	8/31/2016	NEURORADIOLOGY	No			\$339,999.92	\$339,999.92	\$339,999.92	\$339,999.92
Asst. Professor	9/26/1982	F	WHITE	8/31/2016	BODY IMAGING & INTERVENTIONAL	No			\$264,999.90	\$329,999.90	\$329,999.90	\$329,999.90
None	3/12/1945	M	WHITE	10/4/2016	MUSCULOSKELETAL RADIOLOGY	No			\$338,000.00	\$338,000.00	\$338,000.00	\$338,000.00
Asst. Professor	11/7/1983	M	ASIAN	12/13/2016	NEURORADIOLOGY	No	6/1/2018		\$325,000.00	\$325,000.00		
Asst. Professor	10/12/1979	F	HISPANIC OR LATINO	5/17/2017	NEURO IMAGING AND INTERVENTION	Yes					\$329,999.90	\$395,000.11
Assoc. Professor	5/11/1963	M	WHITE	6/30/2017	COMMUNITY IMAGING DIVISION	Yes					\$430,000.06	\$430,000.06
Asst. Professor	9/23/1969	M	HISPANIC OR LATINO	6/30/2017	RADIOLOGY MEMORIAL	No					\$329,999.90	\$329,999.90
Asst. Professor	9/8/1975	M	ASIAN	6/30/2017	NEURORADIOLOGY	No					\$325,000.00	\$329,999.90
Asst. Professor	6/5/1985	M	WHITE	6/30/2017	MUSCULOSKELETAL RADIOLOGY	No					\$325,000.00	\$329,999.90
Asst. Professor	6/13/1985	M	WHITE	6/30/2017	MUSCULOSKELETAL RADIOLOGY	No					\$325,000.00	\$329,999.90
Asst. Professor	3/25/1984	F	ASIAN	7/10/2017	MUSCULOSKELETAL RADIOLOGY	No	7/23/2019				\$325,000.00	\$329,999.90
Asst. Professor	6/3/1985	M	TWO OR MORE RACES	7/10/2017	VASCULAR INTERVENTIONAL	Yes					\$365,000.06	\$365,000.06
Asst. Professor	11/14/1985	M	ASIAN	7/17/2017	MUSCULOSKELETAL RADIOLOGY	No					\$325,000.00	\$329,999.90
Asst. Professor	8/4/1970	F	ASIAN	7/31/2017	BREAST IMAGING	No						\$377,000.00
Asst. Professor	12/3/1983	F	ASIAN	8/15/2017	PEDIATRIC RADIOLOGY	No	5/25/2019				\$329,999.90	\$329,999.90
Asst. Professor	8/4/1979	M	ASIAN	8/30/2017	RADIOLOGY MEMORIAL	No					\$300,000.06	\$329,999.90
Asst. Professor	12/19/1952	F	WHITE	9/30/2017	COMMUNITY IMAGING DIVISION	No					\$339,999.92	\$339,999.92
Asst. Professor	1/18/1970	M	WHITE	3/30/2018	COMMUNITY IMAGING DIVISION	Yes		\$283,000.02				\$374,999.04
Assoc. Professor	11/28/1966	F	ASIAN	6/30/2018	CHEST THORACIC RADIOLOGY	No						\$339,999.92
Asst. Professor	4/8/1983	F	WHITE	7/1/2018	NEURORADIOLOGY	No						\$338,000.00
Asst. Professor	10/9/1985	M	WHITE	8/15/2018	RADIOLOGY MEMORIAL	No						\$329,999.90
Asst. Professor	6/23/1980	F	WHITE	9/28/2018	MUSCULOSKELETAL RADIOLOGY	No						\$329,999.90
Assoc. Professor	11/4/1973	M	ASIAN	11/8/2018	NEURO IMAGING AND INTERVENTION	Yes						\$475,000.03
Asst. Professor	6/9/1977	F	WHITE	12/31/2018	CHEST THORACIC RADIOLOGY	No						\$329,999.90

Exhibit GGGGG

Assistant Professor University of Massachusetts Memorial Medical Center



Education and Training

B.S. Summa Cum Laude, Youngstown State University, Youngstown, OH	05/2001
Doctor of Medicine, Northeast Ohio Medical University	05/2006
Internship, Akron General Medical Center	06/2007
Diagnostic Radiology Residency, University of South Florida	06/2011
Cardiothoracic Radiology Fellowship, University of Michigan	06/2012

Certification and Licensure

Diplomate American Board of Radiology	2011
State of Michigan Board of Medicine Physician License #4301098829	2011
Commonwealth of Massachusetts Board of Registration in Medicine Physician License #251970	2012

Publications

Dragicevic N, Schmidlin E, Hazelton T, Nallamshetty L. Gerbode ventricular septal defect diagnosed using cardiac CTA imaging. Radiology Case Reports. 2011; 6(3):1-3.

Schmidlin EJ, Sundaram B, Kazerooni EA. Lung Cancer Screening. Radiology Clinics of North America. September 2012; 50(5).

Presentations

Bansal A, Blanda M, Gersen L, Peter D, Schmidlin E. "Willingness of elders to participate in an emergency department based prevention program." Society for Academic Emergency Medicine, St. Louis, MO. May 2002.

Eric Schmidlin

11/05/2012

Exhibit HHHHH

Byron Chen, M.D.

Department of Radiology, Division of Emergency Radiology

**Education**

Fellowship, Abdominal Imaging and Intervention, Massachusetts General Hospital, Harvard University, Boston, MA	2011-2012
Residency, Diagnostic Radiology, Tufts Medical Center, Tufts University, Boston, MA	2007-2011
Internship, Carney Hospital, Tufts University, Dorchester, MA	2006-2007
Medical School, Tufts University School of Medicine, Boston, MA	2002-2006
B.S. Major in Biology, Tufts University, Medford, MA	1997-2001

Appointments

Assistant Professor Department of Radiology, Division of Emergency Radiology, University of Massachusetts, Worcester, MA	2012-Current
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Certification and Licensure

Diplomat, American Board of Radiology
Massachusetts Medical License, active
ACLS Certified with moderate sedation training

Honors and Awards

Teacher of the Award, UMass Radiology Residency	2015
Frank Phillips Quality Scholar Award	2014
Excellence in Medical Student Teaching, Carney Hospital	2007
Alpha Omega Alpha Honors Society	2006

Professional Memberships and Activities

Radiological Society of North America, Member
American College of Radiology, Member
American Society of Emergency Radiology, Member

Educational Activities**Teaching Activities**

Lecture: Blunt Abdominal Trauma	2015
Lecture: The Adrenal Gland	2014
Morbidity and Mortality Conference: Update to Iodinated Contrast Policy	2013
Oral Board Case Reviews, Tufts Medical Center, Massachusetts General Hospital, and University of Massachusetts	2012-2014
Lecture: MRI of the Rectum, University of Massachusetts Grand Rounds	2013
Lecture: Overview of CT, University of Massachusetts Medical students	2013 - 2014
Lecture: Describing Findings, University of Massachusetts Residency	2012
Lecture: Overview of Ultrasound, University of Massachusetts Medical students	2012 - 2014
Lecture: Musculoskeletal imaging for the abdominal radiologist, Massachusetts	

Exhibit IIII

Hemang Kotecha, DO

Radiology

**Education**

D.O., University of New England College of Osteopathic Medicine, Biddeford, ME	2012
B.S., Biology and Psychology (<i>Cum Laude</i>), Brandeis University, Waltham, MA	2007

Postdoctoral Training

Emergency Imaging Fellowship, Harvard Medical School/Massachusetts General Hospital, Boston, MA	2017-2018
Diagnostic Radiology Residency, University of Massachusetts Medical School/UMass Memorial Health Care, Worcester, MA	2013-2017
Transitional Year Internship, Tufts Medical School/Lemuel Shattuck Hospital, Boston, MA	2012-2013

Academic Appointments

Assistant Professor Radiology, University of Massachusetts Medical School, Worcester, MA	2018-present
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Honors and Awards

Dr. Jerry Balikian "Extra Mile" Award (UMass Radiology)	2017
2016 RSNA Roentgen Resident/Fellow Research Award (UMass Radiology)	2016

Educational Activities**Educational Leadership, Administration and Service**

Chief Resident, University of Massachusetts Medical School/UMass Memorial Health Care	2016-2017
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Teaching Activities in Programs and Courses

Harvard Medical School - Homeostasis II Course, Instructor, 50 first year medical students, Pancreas, 2 hours	2018
University of Massachusetts Medical School - Development, Structure, and Function Course, Anatomy Lab Instructor, 40 first year medical students, 12 hours/year	2013-2017

Clinical Education

Diagnostic Radiology Elective, clinical preceptor, UMass Memorial Health Care - University Campus	2018-present
Diagnostic Radiology Residency, UMass Memorial Health Care, daily resident supervision and nine 45-minute lectures per year for 20 residents	2018-present

Updated: March 2019

Exhibit JJJJ

Steven James Baccei M.D.

Associate Professor Radiology
 UMass Memorial Medical Center
 55 Lake Avenue North
 Worcester, MA 01655
 508-334-3850
Steven.Baccei@UMassMemorial.org

EDUCATION

M.D., New York Medical College, Valhalla, NY	8/00-5/04
B.S., Biology (Magna Cum Laude), Boston College, Chestnut Hill, MA	8/96-5/00

POST DOCTORAL TRAINING

Musculoskeletal Imaging and Intervention Fellowship, Brigham and Women's Hospital, Boston, MA	7/09-6/10
Diagnostic Radiology Residency, Tufts Medical Center, Boston, MA	6/05-6/09
Transitional Year (Internship), St. Barnabas Medical Center, Livingston, NJ	6/04-6/05

ACADEMIC APPOINTMENTS

Associate Professor Radiology University of Massachusetts Medical School Worcester, MA	11/17-Current
Assistant Professor Radiology University of Massachusetts Medical School Worcester, MA	7/10-11/17

LEADERSHIP POSITIONS

Division Director Musculoskeletal Imaging and Intervention Radiology UMass Memorial Medical Center Worcester, MA	2/17-Current
President UMass Memorial Medical Staff UMass Memorial Medical Center Worcester, MA	5/17-Current

Exhibit KKKKK

Christopher A Cerniglia, DO, ME, FAOCR

Department of Radiology
 University of Massachusetts Medical School
 55 Lake Avenue North
 Worcester, MA 01655
 (508) 442-2167
Christopher.Cerniglia@umassmed.edu

Education

Doctor of Osteopathic Medicine, June 2001 MIDWESTERN UNIVERSITY, Glendale, AZ <i>Arizona College of Osteopathic Medicine</i>	1997 – 2001
Master of Engineering, May 1997 WORCESTER POLYTECHNIC INSTITUTE, Worcester, MA <i>Department of Biomedical Engineering</i>	1995 – 1997
Bachelor of Science, May 1995 CORNELL UNIVERSITY, Ithaca, NY <i>College of Engineering and College of Agriculture & Life Sciences</i> Major: Biological Engineering	1991 – 1995

Postdoctoral Training

Magnetic Resonance Imaging Fellowship UNIVERSITY OF ROCHESTER <i>School of Medicine, Rochester, NY</i> University of Rochester Medical Center	2006 – 2007
Diagnostic Radiology Residency DREXEL UNIVERSITY <i>College of Medicine, Philadelphia, PA</i> Hahnemann University Hospital	2003 – 2006
Diagnostic Radiology Residency UNIVERSITY OF MEDICINE & DENTISTRY OF NEW JERSEY <i>School of Osteopathic Medicine, Stratford, NJ</i> Kennedy Memorial Hospitals	2002 – 2003
Transitional Internship NEW YORK COLLEGE OF OSTEOPATHIC MEDICINE Good Samaritan Hospital Medical Center, West Islip, NY	2001 – 2002

Professional Development

Academy of Radiology Leadership and Management (ARLM) RSNA/ARRS/AUR. Certificate of Achievement, Dec 2014	2013 – 2014
AUR-AGFA Radiology Management Program <i>Association of University Radiologists, Baltimore, MD</i>	April 2014

Updated: November 2017

CONFIDENTIAL**UMM-10215**

Christopher Cerniglia, DO, ME, FAOCR

Page 2 of 20

Academic Appointments

Associate Professor of Diagnostic Radiology Department of Diagnostic Radiology <i>University of Massachusetts School of Medicine</i>	2017 – present
Assistant Professor of Diagnostic Radiology Department of Diagnostic Radiology <i>University of Massachusetts School of Medicine</i>	2007 – 2017
Instructor in Imaging Sciences (Diagnostic Radiology) Department of Imaging Sciences <i>University of Rochester School of Medicine & Dentistry</i>	2006 – 2007
Teaching Assistant Department of Biomedical Engineering <i>Worcester Polytechnic Institute, Worcester, MA</i>	1996 – 1997

Leadership Positions

Chief, Division of Musculoskeletal Imaging Department of Diagnostic Radiology <i>University of Massachusetts Memorial Medical Center</i>	2011 – 2017
Interim Chief, Division of Musculoskeletal Imaging Department of Diagnostic Radiology <i>University of Massachusetts Memorial Medical Center</i>	2009 – 2011
Chief Resident in Diagnostic Radiology Department of Radiology <i>Drexel University College of Medicine</i>	2005 – 2006

Other Positions and Employment

Supervising Radiologist, ACR MRI Accreditation Program Memorial Campus - Department of Diagnostic Radiology <i>University of Massachusetts Memorial Medical Center</i>	2012 – 2018
Independent Consultant, Pleiad Inc. Quality control of subject radiographs for research study	2012

Honors and Awards

Fellow (FAOCR) <i>American Osteopathic College of Radiology</i>	2017
Honor Roll <i>Academy of Radiology Leadership & Management, RSNA/ARRS/AUR</i>	2014
Teaching Award <i>University of Massachusetts Medical School, Division of Rheumatology</i>	2013
Certificate of Excellence <i>Shields Health Care Group, Quincy MA</i>	2012
Teacher of the Year Award <i>University of Massachusetts Medical School, Department of Radiology</i>	2011

Exhibit LLLLL

Sathish Kumar Dundamadappa, M.B.B.S.

Department of Radiology
University of Massachusetts
55 Lake Avenue North, Worcester, MA - 01545
Email: Sathish.dundamadappa@umassmemorial.org

Education and Professional training

Fellowship in MR Imaging University of Massachusetts, MA	2005 - 2006
Diagnostic Radiology Residency Lokamanya Tilak Municipal Medical College & General Hospital, India	1999 - 2002
Medical school Mysore Medical College, India	1992 - 1998

Academic Appointments

Associate Professor	University of Massachusetts Memorial Medical Center, Worcester, MA	2017 Dec – till date
Clinical Associate Professor	University of Massachusetts Memorial Medical Center, Worcester, MA	2017
Assistant Professor	University of Massachusetts Memorial Medical Center, Worcester, MA	2008 - 2017
Instructor of Radiology	University of Massachusetts Memorial Medical Center, Worcester, MA	2006 - 2008

Exhibit MMMMM



University of Massachusetts
Medical School

Department of Radiology

University Campus
55 Lake Avenue North
Worcester, MA 01655
Tel: 508-856-3252
Fax: 508-856-4910
joseph.ferrucci@umassmemorial.org
www.umassmemorial.org

Joseph T. Ferrucci, MD
Professor and Chair

June 11, 2008

Dennis Coughlin, MD



Dear Dennis,

This is to confirm your appointment as Head of the newly created Division of Emergency Radiology, effective July 1, 2008. While at present you are the only full-time faculty member of this Division, it is understood that this is the first step that you and the Department will be taking to build and develop a significant new presence for Radiology here on the UMass Memorial Health Center Campus. Your duties will include supervision of the ED Radiology effort at both the University and Memorial Campuses, representation of the Department of Radiology to the physicians in Emergency Medicine and interaction with the other Division Heads in the Department of Radiology on matters of professional staffing duties, and of course, Residency training. As part of this effort you and I will jointly develop a more formal Strategic Plan for Emergency Radiology to be presented to our faculty and Hospital Administration. This will include subjects such as space, technology, staffing, research and education.

In the contest of your new assignment I am pleased to increase your base salary by \$10,000 to a level of \$325,000 for the upcoming academic year. I will, of course introduce you and the new Division of Emergency Radiology to the leadership of Emergency Medicine in the very near future.

I look forward to working with you to build this Division to the degree of stature and effectiveness this specialty of Radiology should enjoy.

Warm congratulations.

Sincerely yours,

Joseph T. Ferrucci, MD
Professor and Chair
Department of Radiology

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UMM-11213

Exhibit NNNNN



UMassMemorial
Medical Group
A Member of UMass Memorial Health Care

EMPLOYEE INTRODUCTION FORM

Employee #: 60157 ✓

Social Security # [REDACTED] ✓

Pos Code: MD0818 ✓

Start Date: 12/31/2018 ✓

MI: [REDACTED]

Date of Birth: 6/9/1977 ✓

Male/Female: Female ✓

Marital Status: M ✓

Hourly Rate: \$ 158.65 ✓

Total Hours: 40 ✓

EEO Code:

Shift: 1 ✓

Benefit Group: B30-40DOC ✓

Non Exempt/Exempt: PHYSICIAN

Labor Unit: PHY

Fed Exemption: Ø ✓

State Exemption: Ø ✓

Shift Length: 111 ✓

Accrual Code: n/a

Job Title: Physician

Grade:

Department Name: Radiology

Location Code / I-Code:

Status: A

Payroll Dept. Number: 340.00. ARAD.2113 ✓

Cam
12/28/18

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UMM-06988

**Marlborough Hospital
Delineation of Clinical Privileges
Department of Radiology
(Includes Nuclear Medicine)**

Applicant: Barile, Maria F., MD

Medical Staff Membership/Clinical Privileges

All applicants for clinical privileges must meet at least the following minimum qualifications for Medical Staff membership as set forth in the Marlborough Hospital Bylaws.

- ◆ Valid license to practice medicine in Massachusetts
- ◆ Malpractice insurance coverage (in an amount that satisfies state regulations and Hospital policy)
- ◆ Prescriptive registration (as applicable to specialty)
- ◆ Completion of medical school
- ◆ Satisfactory completion of post-graduate training program(s)
- ◆ Current clinical competence in the procedures being requested
- ◆ Adherence to the ethics of profession
- ◆ Ability to work cooperatively with others

Criteria Specific to the Department of Radiology

Applicants for clinical privileges in the Department of Radiology must have completed an ACGME approved residency training program in Radiology, or its international equivalent. Certification by the American Board of Radiology or be an active candidate for certification.

Criteria Specific to Nuclear Medicine

Applicants must have satisfactorily completed an ACGME-accredited residency program in Nuclear Medicine and must be certified by the American Board of Nuclear Medicine or be an active candidate for certification. Applicants for privileges in Nuclear Cardiology must be certified by the American Board of Nuclear Medicine, with Added Qualifications in Nuclear Cardiology, or an active candidate for such certification. Recertification is required for those certified by the American Board of Nuclear Medicine in 1992 or later.

Criteria for Specific Procedures

Diagnostic Ultrasound: Initial Appointment: Completion of an ACGME accredited residency program with at least three months of diagnostic ultrasound training. During training applicant should have been involved in at least 500 diagnostic ultrasound examinations. **OR**, if residency training did not include ultrasound, applicant should have completed an appropriate fellowship or post-graduate training program during which the physician should have been involved in the performance and interpretation of at least 500 ultrasound examinations. **OR**, qualifications may be fulfilled by those physicians who completed residency prior to the existence of defined fellowships or residency training. Such individuals shall have completed residency prior to 1982, and have performed and interpreted ultrasound examinations for at least 10 years and been involved in at least 500 ultrasound examinations. **OR**, in the absence of formal fellowship or training, documentation of clinical experience of at least two years of ultrasound experience during which a minimum of 500 ultrasound examinations were performed and interpreted. **OR**, certification in Diagnostic Radiology by the American Board of Radiology.

Renewal of privileges: A minimum of 300 examinations per year is recommended and appropriate CME in diagnostic ultrasound.

Stereotactically Guided Breast Interventional Procedures: New Appointments: Completion of an ACGME-accredited residency program or fellowship program including specific training in stereotactically guided breast interventional procedures. **OR**, two months of full-time documented formal training in the interpretation of mammograms, including instruction in medical radiation physics, radiation effects, and radiation protection. **Renewal of privileges:** Applicant must interpret on a regular basis, a minimum of 480 mammograms per year is recommended, and participation in mammography CME programs.

Performance of Ultrasound Guided Percutaneous Breast Interventional Procedures: New Appointments: Completion of an ACGME-accredited residency program with 3 or more months of dedicated formal diagnostic ultrasound training, including breast ultrasound. **OR**, If residency did not include ultrasound, appropriate fellowship or post-graduate training during which physician should have been involved with the performance and interpretation of at least 500 ultrasound examinations. **OR**, In the absence of residency training, formal fellowship or post-graduate education, documentation of clinical experience could be acceptable provided it can be established that applicant has had at least two years of ultrasound experience during which a minimum of 500 general or 100 breast ultrasound examinations were performed and interpreted. **Renewal of privileges:** Regular performance and interpretation of breast ultrasonographic examinations, documented performance of at least 12 percutaneous ultrasound guided breast interventional procedures per year, and participation in related CME Courses.

Radiology 2014

Page 2 of 3

Name: **Barile, Maria F., MD**

Moderate Sedation. Initial applicants for moderate sedation privileges must complete the moderate sedation credentialing package. Current ACLS certification is required. Reappointment applicants must have a minimum of and proof of at least 20 cases and current ACLS certification.

N=Neonatal

C=Child

A=Adolescent

AD=Adult

G=Geriatrics

Privileges	Age Groups N, C, A, AD, G	Requested	Recommend	Approved	Comments
Admitting Privileges Active & Courtesy Staff Only					
History and Physical					
CT image interpretation and supervision		Y		Y	
US image interpretation and supervision					
MR image interpretation and supervision		Y		Y	
X-ray and fluoroscopy image interpretation and supervision		Y		Y	
General nuclear medicine (non cardiac) image interpretation and supervision					
Mammography image interpretation and supervision					
Moderate sedation					Initial exam required Requires ongoing current ACLS certification and proof of minimum number of cases In compliance with moderate sedation policy
Fluoroscopic guided intervention including arthrography, catheter placement, IVC filter, myelography and injection					
CT guided intervention including needle biopsy, catheter placement and injection					
US guided intervention including needle biopsy, catheter placement and injection					
MRI guided intervention including MRI guided breast biopsy					
Mammography and stereotactic intervention including wire localization and stereotactic biopsy					
Nuclear medicine diagnostic intervention including injection for sentinel node localization					

CONFIDENTIAL**UMM-09222**

Radiology 2014

Page 3 of 3

Name: **Barile, Maria F., MD**

CARDIAC NUCLEAR MEDICINE					
Electrocardiographic rest and exercise testing					
Cardiac Nuclear exercise stress or pharmacologic testing, imaging and interpretation*					

*Nuclear Cardiology procedures require approval of both the Chief of Medicine and the Chief of Radiology.

*Setting-Specific: Privileges granted to an applicant are based not only on qualifications, but also on consideration of the procedures and types of care, treatment, and services that can be performed or provided within the proposed setting.

OTHER

If there are any procedures you perform, which were not included above, please list here. Please be advised that new procedures will require a review to determine if specific criteria need to be developed. Availability of other procedures is dependent upon the resources of the institution and the strategic needs of the institution.

Exhibit OOOOO



157 Union Street
Marlborough, MA 01752
Tel: 508-481-5000

February 9, 2015

Charu S. Desai, M.D.
UMass Memorial Medical Center
55 Lake Avenue North
Radiology
Worcester, MA 01655

Dear Dr. Desai:

On behalf of the Marlborough Hospital Patient Care Assessment Committee, I am pleased to appoint you to the Medical Staff.

Department/Division: Radiology
Effective Dates: 02/05/2015 to 07/31/2015
Staff Category: Provisional Courtesy

Your appointment will be effective through the expiration date noted above, at which time you will be considered for reappointment.

Reappointments will be based on month of birth in the odd or even year to match your license renewal. Joint Commission standards do not allow us to extend privileges beyond a 24 month period. In order to comply with that standard, and to place you on a birth-month/license year schedule (UMass Memorial Health Care System standard), you **may** be required to reappoint two years in a row. This would be a one time effort. We apologize for this inconvenience. However, for those who hold privileges at more than one UMass Memorial Health Care System hospital, this will ensure you have only one reappointment application process to cover all member hospitals going forward.

Your approved clinical privileges are delineated on the attached pages (exception Active Referring for which clinical privileges do not apply). If you have any questions regarding your approved privileges, please confer with the appropriate service chief.

Welcome to Marlborough Hospital.

Sincerely,



Steven P. Roach
President and CEO

CONFIDENTIAL

Charu S. Desai, MD

UMass Memorial Health Care, Inc.
Medical Staff Services
281 Lincoln Street, Suite HM2-212
Worcester, MA 01605
(508)334-8015 phone
(508)334-8235 fax

SB-1

March 13, 2017

Charu S. Desai, MD
55 Lake Avenue North
Radiology
Worcester, MA 01655

You are presently scheduled for reappointment at one or more UMass Memorial Healthcare Inc. hospitals*. As part of an ongoing effort to reduce practitioner paperwork, streamline processes and consolidate efforts system-wide, we will now be providing you with a single application which will cover all UMass Memorial Healthcare hospitals where you hold clinical privileges. In addition, upon completion of your recredentialing, you will be given a single consolidated reappointment date for each hospital in the system at which you hold clinical privileges (month of birth/year of license renewal).

*UMass Memorial Healthcare Inc. system hospitals include: Clinton Hospital, HealthAlliance Hospital, Marlborough Hospital, UMass Memorial Medical Center.

Please complete the application using the enclosed checklist as a guide. Signature pages and privilege request forms specific to each hospital at which you hold clinical privileges are also enclosed. Please sign/complete as indicated.

Please return all application materials no later than 4 weeks from the date of receipt of this application to ensure sufficient time is available for recredentialing and processing your request for renewal through appropriate committees.

If you have any questions, please do not hesitate to contact our office.

Return applications:

By scan: medicalstaffservices@umassmemorial.org
By fax: 508-334-8235
By mail: Medical Staff Services, 281 Lincoln Street, Suite HM2-212, Worcester, MA 01605

Contact information:

Medical Staff Services phone: 508-334-8015

umass, clinton, marlborough

RECEIVED MAR 30 2017

CONFIDENTIAL

UMM-03170

Exhibit P P P P P



157 Union Street
Marlborough, MA 01752
Tel: 508-481-5000

July 11, 2017

Charu S. Desai, MD
UMass Memorial Medical Center
55 Lake Avenue North
Worcester, MA 01655

Dear Dr. Desai:

On behalf of the Marlborough Hospital Patient Care Assessment Committee, I am pleased to reappoint you to the Medical Staff.

Clinical Privileges in:	Radiology
Effective Dates:	07/31/2017 to 07/31/2019
Staff Category:	Courtesy

Your approved clinical privileges are delineated on the attached pages. If you have any questions regarding your approved privileges, please confer with the appropriate service chief.

Thank you for your continued support of Marlborough Hospital.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Roach', written over the name and title.

Steven P. Roach
President and CEO

CONFIDENTIAL

Exhibit QQQQQ

PHYSICIAN PROFILE

157 Union Street
Marlborough, MA 01752

March 6, 2015

RE: Medical Staff Dues

Dear Charu S. Desai, M.D.,

In accordance with the Marlborough Hospital Medical Staff Bylaws, Section 3.2, all categories of the Medical Staff with the exception of those designated as Affiliate Practitioner or Senior Staff must pay yearly dues to Marlborough Hospital.

As a member of the medical staff you are obligated to pay \$200.00 at your two year appointment (\$100 each year). ***Please make your check payable to Marlborough Hospital and remit to the Medical Staff Services Office at the address above.*** Please reference your name on the check.

Thank you,

Eric Nelson MD
Treasurer for the Medical Staff

****For UMass Memorial Medical Center providers, please check with your department/division administrator to see if they pay the fee, or if the Clinical Affiliations Department pays the fee for your affiliation with Marlborough.

CONFIDENTIAL

UMM-03342

PHYSICIAN PROFILE

157 Union Street
Marlborough, MA 01752

March 6, 2017

RE: Medical Staff Dues

Dear Charu S. Desai, MD,

In accordance with the Marlborough Hospital Medical Staff Bylaws, Section 3.2, all categories of the Medical Staff with the exception of those designated as Affiliate Practitioner or Senior Staff must pay yearly dues to Marlborough Hospital.

As a member of the medical staff you are obligated to pay \$200.00 at your two year appointment (\$100 each year). ***Please make your check payable to Marlborough Hospital and remit to the Medical Staff Services Office at the address above.*** Please reference your name on the check.

Thank you.

Chandrika Jain, MD
Treasurer for the Medical Staff

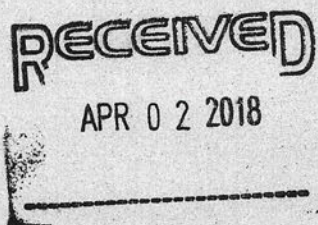
****For UMass Memorial Medical Center providers, please check with your department/division administrator to see if they pay the fee, or if the Clinical Affiliations Department pays the fee for your affiliation with Marlborough.

CONFIDENTIAL

UMM-03307

VENDOR NO. 210671

UMass Memorial Medical Group, Inc. WORCESTER, MA 01605 CHECK NO 0050486102

INVOICE NO.	CODE	DESCRIPTION	GROSS AMT.	DISCOUNT	NET AMT.
DUES-73-RA-2018 Msg: CK TO DAVE G		3/15/2018 FOR BACKUP	7,300.00	.00	7,300.00
<div style="text-align: center;">  </div>					
			7,300.00	.00	7,300.00

State Sales Tax Exemption No. 04-2911067

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

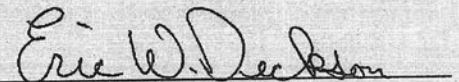
UMass Memorial Medical Group, Inc.Accounts Payable Department
306 Belmont St, Suite 150
Worcester, MA 01604CHECK DATE
3/22/18BANK OF AMERICA
WORCESTER, MA 51-44
119

No. 0050486102

CHECK AMOUNT

****7,300.00

PAY Seven Thousand Three Hundred and 00/100 Dollars

TO
THE
ORDER
OFMARLBOROUGH HOSP MED STAFF
157 UNION ST
MEDICAL STAFF OFFICE D-9
MARLBOROUGH MA 01752


AUTHORIZED SIGNATURE(S)

(1 MANUAL SIGNATURE REQUIRED FOR \$100,000 OR OVER)

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈0050486102⑈ ⑆011900445⑆0000054083⑈

CONFIDENTIAL

Exhibit RRRRR



HB

May 18, 2017

CONFIRMATION OF APPOINTMENT

Name: Charu S. Desai, MD
Department: Radiology
Staff Category: Courtesy
Dates of Affiliation: 02/05/2015 -
Temporary Privileges Granted: 02/05/2015
(only if different date from above)

This letter will serve as confirmation that Charu S. Desai, MD, is/was credentialed by Marlborough Hospital, in full compliance with Massachusetts State Regulation, Federal Law, and Joint Commission Standards.

This individual meets/met this facility's standards for appointment/reappointment and renewal of clinical privileges. There is no derogatory information on file regarding this practitioner. Information is based on a review of the individual's credentials record at Marlborough Hospital.

If you have any questions regarding the above information, please contact our office at 508-486-5435.

Sincerely,

Tiffany L. Caputo

Tiffany L. Caputo
Medical Staff Coordinator, Medical Staff Services



157 Union Street
Marlborough, MA 01752
Tel: 508-481-5000

February 9, 2015

Charu S. Desai, M.D.
UMass Memorial Medical Center
55 Lake Avenue North
Radiology
Worcester, MA 01655

Dear Dr. Desai:

On behalf of the Marlborough Hospital Patient Care Assessment Committee, I am pleased to appoint you to the Medical Staff.

Department/Division: Radiology
Effective Dates: 02/05/2015 to 07/31/2015
Staff Category: Provisional Courtesy

Your appointment will be effective through the expiration date noted above, at which time you will be considered for reappointment.

Reappointments will be based on month of birth in the odd or even year to match your license renewal. Joint Commission standards do not allow us to extend privileges beyond a 24 month period. In order to comply with that standard, and to place you on a birth-month/license year schedule (UMass Memorial Health Care System standard), you **may** be required to reappoint two years in a row. This would be a one time effort. We apologize for this inconvenience. However, for those who hold privileges at more than one UMass Memorial Health Care System hospital, this will ensure you have only one reappointment application process to cover all member hospitals going forward.

Your approved clinical privileges are delineated on the attached pages (exception Active Referring for which clinical privileges do not apply). If you have any questions regarding your approved privileges, please confer with the appropriate service chief.

Welcome to Marlborough Hospital.

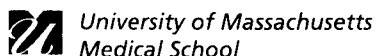
Sincerely,



Steven P. Roach
President and CEO

CONFIDENTIAL

Exhibit SSSSS



Department of Radiology

University Campus
55 Lake Avenue North
Worcester, MA 01655
Tel: 508-856-3252
Fax: 508-856-4910
max.rosen@umassmemorial.org
www.umassmemorial.org

Max P. Rosen, MD, MPH, FACR
Professor and Chair

September 30, 2016

Girish Tyagi, MD
80 Spruce Hill Road
Weston, MA 02493

Dear Dr. Tyagi,

On behalf of the UMass Memorial Medical Group and the University of Massachusetts Medical School, we are pleased to extend an offer of employment to you within the Department of Radiology, effective February 28, 2017.

If you choose to accept this offer, you would be joining UMass Memorial Medical Group as an employed physician and would concurrently be recommended for appointment to the Medical School faculty as an Assistant Professor of Radiology, non-tenure track, pending formal approval by the Medical School Personnel Action Committee and Executive Council. The Medical Group and the Medical School participate in a "dual-employment" arrangement under which a portion of your compensation would be paid by the Medical School. Your employment would be governed by the terms and conditions of an employment agreement with the Medical Group, a copy of which will be forwarded to you upon acceptance of this offer.

- You will join our Abdominal Imaging & Community Divisions, as a 0.6 FTE radiologist, reporting to Adib Karam, MD, Division Chief of Abdominal Imaging, and Darren Brennan, MD Vice-chair for Community and Network Operations. Your primary work site will be Marlborough Hospital, where you will interpret ultrasound (excluding OB ultrasound), Chest and Abdominal/Pelvic CT, general X-ray and perform fluoroscopic barium studies, image guided procedures (biopsy and drainage) and PICC line placement.
- Your work days will be Tuesday, Wednesday and Thursday. I understand that, if needed, (I do not expect this to be a routine request) you are willing to work on some Fridays, in exchange for a Tuesday, Wednesday or Thursday, or as part of our "internal-moonlighting" per-diem policy.

Your call obligation will be in the Abdominal Division. Our base call is 1:5. As a 0.6 FTE your pro-rated allocation of call will be 1:8. Currently, abdominal call is 8 am to 5 pm on-site at Memorial Hospital Saturday, Sunday and Holidays, but depending on the department's needs, may be staffed from Marlborough Hospital. There is currently no expectation to carry a beeper.

Participation in the education mission of UMMS is a fundamental responsibility of the Department of Radiology. This may include participation in clinical teaching as well as didactic instruction for medical students.

Although we will not initially be allocating any academic / administrative (non-clinical) time, I am happy to work with you once you join us, to determine how we can best incorporate your business skills and experience into the educational and administrative activities of the department, and would then allocate academic / administrative time accordingly.

Your successful development as an academic physician is important to us. You will receive mentoring and support for your work within the department, from other UMMS faculty, and through a resource network that includes other clinical and basic academic departments and programs. The UMMS Office of Faculty Affairs offers faculty development and mentoring programs to assist faculty in attaining their goals. Information and resources are available at <http://www.umassmed.edu/ofa>.

Your base salary (if a 1.0 FTE) would be \$340,000 per year. As a 0.6 FTE your base salary will be \$204,000 per year. If there is a need, and you are interested, additional internal moonlighting may be available. Our current rate for internal moonlighting is \$1,300 per day (8 am – 5 pm M-F).


You will be eligible for participation in our incentive compensation plan, although there is no guarantee that this plan will be funded in any given year.

Please review the attached document entitled "Physician Benefits At-A-Glance", which outlines the current benefit package for employed physicians, and includes professional liability insurance, health, dental, and long-term disability insurance, paid time off, a practice allowance and an attractive retirement benefits program.


This offer is conditioned upon our receipt of a signed copy of this letter as your acceptance no later than November 15, 2016. Employment will be contingent on receiving three letters of satisfactory recommendation, evidence of a current, valid license to practice medicine in Massachusetts, satisfactory credentialing by our medical staff office, a satisfactory pre-employment physical and criminal background check, according to UMass Memorial policy and the Massachusetts statute on criminal offender's records. Once you have indicated your acceptance, we will forward the materials needed for you to obtain third party provider enrollment, credentialing forms and a formal Medical Group employment agreement for execution. Delays in your completion of these documents may result in a delay of your start date.

We are delighted in your interest in joining our Department and hope that you will choose to accept this offer. If you should have any questions, please call Randa Mowlood at 508-334-7755. We look forward to hearing from you.

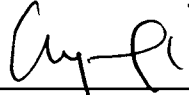
Sincerely,

 9/30/2016

Max P. Rosen, MD, MPH Date:
Professor and Chair
Department of Radiology

 10/31/16

Stephen Tosi, MD Date:
Chief Physician Executive
UMass Memorial Medical Group

 11/4/2016

Girish Tyagi, MD Date:

cc: Luanne Thorndyke, MD

CONFIDENTIAL

UMM-26543

Exhibit TTTT

To: Cavagnaro, Charles[Charles.Cavagnaro@umassmemorial.org]
From: Tosi, Stephen
Sent: Wed 3/7/2018 11:20:18 AM
Subject: FW: CONFIDENTIAL

Hi Charlie,
Thank you for meeting with Max and Dr Desai. It will be good for Max to have your presence and support. From what he has said, it may be a difficult conversation.
Thanks
Steve

-----Original Message-----

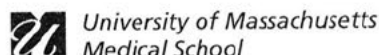
From: Rosen, Max
Sent: Tuesday, March 06, 2018 4:15 PM
To: Cavagnaro, Charles <Charles.Cavagnaro@umassmemorial.org>
Cc: Fraker, Muriel <Muriel.Fraker@umassmemorial.org>; Tosi, Stephen <Stephen.Tosi@umassmemorial.org>; Leblanc, Kathleen (Human Resource Med Group) <Kathleen.Lebanc2@umassmemorial.org>
Subject: Re: CONFIDENTIAL

Thanks. Will do

Sent from my iPhone

> On Mar 6, 2018, at 2:39 PM, Cavagnaro, Charles <Charles.Cavagnaro@umassmemorial.org> wrote:
>
> Hi Max,
>
> If you would like me there, as we previously discussed, at the meeting please let me know and have your admin arrange with Tracy Gasco to make it a priority on my schedule.
>
> Thanks,
> Charlie
> Charles E. Cavagnaro III, MD FACP
> Interim Senior Vice President and Chief Medical Officer UMass Memorial
> Medical Center
> 55 Lake Avenue North
> Worcester, MA 01655
> Ph: (774) 443-2274
> Fx: (774) 442-3694
> Email: charles.cavagnaro@umassmemorial.org
>

Exhibit UUUUU



Department of Radiology

University Campus
55 Lake Avenue North
Worcester, MA 01655
Tel: 508-856-3252
Fax: 508-856-4910
max.rosen@umassmemorial.org
www.umassmemorial.org

Max P. Rosen, MD, MPH, FACR
Professor and Chair

September 26, 2016

George Watts, MD



Dear Dr. Watts,

On behalf of the UMass Memorial Medical Group and the University of Massachusetts Medical School, we are pleased to extend an offer of employment to you within the Department of Radiology, effective June 30, 2017.

If you choose to accept this offer, you would be joining UMass Memorial Medical Group as an employed physician and would concurrently be recommended for appointment to the Medical School faculty as Assistant Professor of Radiology, non-tenure track, pending formal approval by the Medical School Personnel Action Committee and Executive Council. The Medical Group and the Medical School participate in a "dual-employment" arrangement under which a portion of your compensation would be paid by the Medical School. Your employment would be governed by the terms and conditions of an employment agreement with the Medical Group, a copy of which will be forwarded to you upon acceptance of this offer.

- You will join our Musculoskeletal Radiology Division, as a full-time radiologist, reporting to Christopher Cerniglia, DO, Division Chief of MSK Radiology.

Your call obligation will be in the MSK Division. Our base call is 1:5. Any call beyond this will receive additional compensation, per departmental reimbursement policies, in place at the time of your additional call.

Participation in the education mission of UMMS is a fundamental responsibility of the Department of Radiology. This may include participation in clinical teaching as well as didactic instruction for medical students.

Your academic (non-clinical) days to develop mutually agreed-upon research projects will be allocated as follows:

- 1 day per week (46 days/year)

This allocation will be re-evaluated after two years at UMass.

Your successful development as an academic physician is important to us. You will receive mentoring and support for your work within the department, from other UMMS faculty, and through a resource network that includes other clinical and basic academic departments and programs. The UMMS Office of Faculty Affairs offers faculty development and mentoring programs to assist faculty in attaining their goals. Information and resources are available at <http://www.umassmed.edu/ofa>.

Your base salary would be \$325,000 per year, and you will be eligible for participation in our incentive compensation plan, although there is no guarantee that this plan will be funded in any given year.


Please review the attached document entitled "Physician Benefits At-A-Glance", which outlines the current benefit package for employed physicians, and includes professional liability insurance, health, dental, and long-term disability insurance, paid time off, a practice allowance and an attractive retirement benefits program.

The Medical Group will reimburse a maximum of \$5,000 upon receipt of proper documentation for reasonable expenses of moving household goods and personal effects to your new home. This reimbursement must be returned if your employment with the medical group is less than one year. Based on IRS guidelines if your current residence is within 50 miles of the work site, this reimbursement will be considered taxable income.

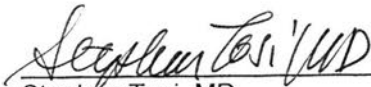
This offer is conditioned upon our receipt of a signed copy of this letter as your acceptance no later than ~~October 15, 2015~~. Employment will be contingent on receiving three letters of satisfactory recommendation, evidence of a current, valid license to practice medicine in Massachusetts, satisfactory credentialing by our medical staff office, a satisfactory pre-employment physical and criminal background check, according to UMass Memorial policy and the Massachusetts statute on criminal offender's records. Once you have indicated your acceptance, we will forward the materials needed for you to obtain third party provider enrollment, credentialing forms and a formal Medical Group employment agreement for execution. Delays in your completion of these documents may result in a delay of your start date.

We are delighted in your interest in joining our Department and hope that you will choose to accept this offer. If you should have any questions, please call Randa Mowlood at 508-334-7755. We look forward to hearing from you.


Sincerely,

 9/26/2016

Max P. Rosen, MD, MPH Date:
Professor and Chair
Department of Radiology

 10/10/16

Stephen Tosi, MD Date:
Chief Physician Executive
UMass Memorial Medical Group

 10/26/2016

George Watts, MD Date:

cc: Luanne Thorndyke, MD

Exhibit VVVVV

EXECUTION COPY -

ACADEMIC AFFILIATION AND SUPPORT AGREEMENT

Academic Affiliation and Support Agreement (the "Affiliation Agreement") made and entered into as of the ____ day of _____, 1998 by and among UNIVERSITY OF MASSACHUSETTS, an institution of higher education of the Commonwealth of Massachusetts (the "University") on behalf of its academic medical system, including its Medical school (the "Medical School"), UMASS MEMORIAL HEALTH CARE, INC., a Massachusetts nonprofit corporation, ("UMass Memorial"), and UMASS MEMORIAL MEDICAL CENTER, INC., a Massachusetts nonprofit corporation of which UMass Memorial is the sole member (the "Medical Center"). Each of the University, UMass Memorial and the Medical Center are sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, an Amended and Restated Definitive Agreement executed on March __, 1998 by and between the University, Worcester City Campus Corporation d/b/a UMass Health System, Inc., Memorial Health Care, Inc., UMass Memorial Health Care, Inc. and UMass Memorial Medical Center, Inc. (the "Definitive Agreement") sets forth the agreements, principles and understandings pursuant to which this Agreement and other agreements by and between the Parties have been executed the date hereof (together, the "Transaction Documents");

WHEREAS, the University includes as an integral part of its academic programs an academic medical system, which currently consists of the Medical School, a graduate school of nursing, a graduate school of biomedical sciences, and various research enterprises (the "Academic System");

WHEREAS, prior to the date hereof, the University operated in conjunction with the Academic System an acute care hospital (the "Teaching Hospital") which as of the date hereof consolidated into the operations of the Medical Center;

WHEREAS, as of the date hereof the Medical Center owns and operates, in addition to the former Teaching Hospital, a second acute care hospital formerly known as Memorial Hospital ("Memorial Hospital") (such hospitals together referred to herein as "the Hospitals," and individually as the "UMass Campus" and the "Memorial Campus," respectively);

WHEREAS, as of the date hereof UMass Memorial is the sole member of the Medical Center and also includes under its ownership or control a broad array of other entities that engage in the provision of health care services and related activities (the "Existing Affiliates");

WHEREAS, UMass Memorial intends to grow the System through merger, consolidation, or acquisition of additional health care entities ("Future Affiliates") over the term

of this Agreement (UMass Memorial, the Existing Affiliates and the Future Affiliates together referred to herein as the "System");

WHEREAS, the University desires to ensure continued access within the System to high quality clinical training sites and to clinical research opportunities and programs by its residents, medical students and other health care trainees under the auspices of the Academic System from time to time;

WHEREAS, the University desires to assure the continuation of the role formerly played by the Teaching Hospital in attempting to respond to the needs of the Commonwealth and its citizens for quality clinical and related health services;

WHEREAS, UMass Memorial and the Medical Center desire to continue to deliver, and to enhance their delivery of, quality medical services to the public;

WHEREAS, UMass Memorial desires to promote medical education, teaching and research by the provision of appropriate training and research sites within the Hospitals and throughout the System as may be appropriate; and

WHEREAS, the Parties are committed to long-term collaboration through a series of operational and financial linkages and shared destinies in order to achieve their mutual objectives, all as described in the Definitive Agreement;

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows, intending to be legally bound:

ARTICLE 1

DEFINITIONS

For purposes of this Agreement, and in addition to the terms defined elsewhere herein, the following terms have the following definitions:

"Academic Affiliates" shall have the meaning set forth in Section 2.1.2.

"Academic System" shall have the meaning set forth in the recitals.

"Affiliation Agreement" shall have the meaning set forth in the preamble.

"Base Payment" shall have the meaning set forth in Section 8.1.

"Chancellor" shall have the meaning set forth in Section 2.1.1.

"Closing Date" shall mean the date on which the transactions contemplated by the Definitive Agreement are closed.

"Combined Score" shall have the meaning set forth in Section 8.1.

"Definitive Agreement" shall have the meaning set forth in the recitals.

"Development Office" shall have the meaning set forth in Article 5.

"Direct Cost" shall have the meaning set forth in §1.21 of the Definitive Agreement.

"Existing Affiliates" shall have the meaning set forth in the recitals.

"Exploit" shall mean to utilize in any manner, including without limitation making, having made, using, selling, leasing, and renting, and in the case of a work of authorship, includes copying or creating derivative works of such work of authorship.

"Foundation" shall have the meaning set forth in Article 5.

"Future Affiliates" shall have the meaning set forth in the recitals.

"Group Practice" means the faculty group practice plan of the University of Massachusetts.

"Hospital Affiliates" shall have the meaning set forth in Section 2.2.2.

"Hospitals" shall have the meaning set forth in the recitals.

"Liability" means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential and whether due or to become due), including any liability for Taxes.

"License Agreement" means the license agreement entered into by UMass Memorial and/or the Medical Center and the University on the Closing Date.

"MBIA Bonds" means that portion of the Massachusetts Health and Educational Facilities Authority Revenue Bonds, Capital Asset Program Issue, Series J-2, the proceeds of which were loaned to the University pursuant to a Financing Agreement dated as of June 8, 1995.

"Medical Center" shall have the meaning set forth in the preamble.

"Medical Center Intellectual Property" shall have the meaning set forth in Section 2.3.1.

"Medical School" shall have the meaning set forth in the preamble.

"Memorial" means Memorial Health Care, Inc.

"Memorial Affiliate" or "Memorial Affiliates" shall refer to one or more of Memorial Health Care, Inc., Memorial Hospital, Inc., Memorial Medical Group, Inc., Memorial Services, Inc., or Memorial Ventures, Inc.

"Memorial Campus" shall have the meaning set forth in the recitals.

"Memorial Hospital" shall have the meaning set forth in the recitals.

"Memorial Intellectual Property" shall have the meaning set forth in Section 2.3.1.

"Mixed Intellectual Property" shall have the meaning set forth in Section 2.3.1.

"Most Recent Balance Sheet" means the combined balance sheet contained within the Most Recent Financial Statements.

"Most Recent Financial Statements" means, with respect to the UMass Clinical Division or any WCCC Affiliate, the audited combined Financial Statements of such entity for the fiscal year ended June 30, 1997, and with respect to any Memorial Affiliate, means the audited Financial Statements of such entity for the fiscal year ended September 30, 1997.

"Net Operating Revenues" means for any fiscal year, Net Service Revenue less all operating expenses, excluding any extraordinary or non-recurring items, the cumulative effect of changes in accounting principles, any gains or losses from the early extinguishment of debt or from the sale or other disposition of investments or fixed or capital assets and also excluding gifts, unrealized gains or losses on investments, interest, dividends and other investment income, as determined in accordance with GAAP consistently applied and audited by an independent certified public accounting firm.

"New Affiliates" shall have the meaning set forth in Section 8.1.1(g).

"Occupancy Agreement" means the long-term occupancy and shared services agreement entered into by UMass Memorial and/or the Medical Center and the University on the Closing Date.

"Occupied Space" means all space made available to UMass Memorial or the Medical Center under the Occupancy Agreement.

"Oversight Group" shall have the meaning set forth in Section 5.1.

"Participation Payments" shall have the meaning set forth in Section 8.1.1.

"Party" or "Parties" shall have the meaning set forth in the preamble.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

"Physician Advisory Board" means the board reporting to the Board of Trustees of UMass Memorial on all major clinical and care delivery-related issues, and described in Section 6.2.12 of the Definitive Agreement.

"Practice Plan" means the physicians formerly employed by the University and whose services are to be provided to UMass Memorial Physicians.

"President/CEO" shall have the meaning set forth in Section 2.1.1.

"Representative" shall have the meaning set forth in Section 11.1.

"Research Intellectual Property" shall have the meaning set forth in Section 2.3.1.

"Self-Insurance Trust" means all assets as of the Closing Date attributable to the "University of Massachusetts Medical Center Self-Insurance Trust" shown on the Most Recent Financial Statements of the University, intended to establish a separate revenue and expense center for the operations of the self-insurance trust maintained to insure activities of the UMass Clinical Division.

"Strategic Plan" means the strategic plan of the System, described in Section 5.1 of the Definitive Agreement.

"System" shall have the meaning set forth in the recitals.

"Teaching Hospital" shall have the meaning set forth in the recitals.

"Transaction Documents" shall have the meaning set forth in the recitals.

"University" shall have the meaning set forth in the preamble.

"UMass Campus" shall have the meaning set forth in the recitals.

"UMass Clinical Division" refers to the Teaching Hospital, the Group Practice, and the Self-Insurance Trust of the University of Massachusetts Medical Center, collectively.

"UMass Clinical System" refers to the UMass Clinical Division, Worcester City Campus Corporation and the health care providers and other organizations controlled by WCCC, collectively.

"UMass Memorial" shall have the meaning set forth in the preamble.

"UMass Memorial Affiliate" means UMass Memorial and its subsidiaries and affiliates (including without limitation the Medical Center) from and after the Closing Date.

"WCCC" means Worcester City Campus Corporation.

ARTICLE 2

NATURE OF AFFILIATION

2.1. Designation of Academic and Teaching Hospital Relationship.

2.1.1. The Academic System will be the sole medical school and clinical teaching program affiliation of the Hospitals and the Existing Affiliates, unless the Chancellor of the Medical School (the "Chancellor") and the President/Chief Executive Officer of UMass Memorial (the "President/CEO") agree to the contrary; provided, however, that in the event the Hospitals need additional residents that the Medical School is unwilling or unable to provide, after notice provided to the Medical School of at least twelve (12) months, then the Medical Center may establish a hospital-based residency program in order to satisfy such unmet need. UMass Memorial may affiliate with other medical schools and health education programs, however, for services and programs not offered by or not otherwise part of the Academic System.

2.1.2. The Hospitals will be the primary teaching hospitals and clinical training program affiliates for the Academic System's undergraduate and graduate medical education programs and other health training programs. At the Chancellor's request, UMass Memorial shall use its best efforts to cause each of its Existing Affiliates to serve as training sites for such Academic System training programs. UMass Memorial shall endeavor to cause Future Affiliates and other hospitals and health care entities that may currently or in the future have contractual clinical affiliations with UMass Memorial or the Medical Center to serve as training sites, at the Chancellor's request, except that any such training affiliations need not be exclusive to the Academic System, and need not be comprehensive to the extent that such arrangements would conflict with other training affiliations in place at such time. All Affiliates that are serving from time to time as training sites for the Academic System (including without limitation the Hospitals) are referred to herein as the "Academic Affiliates"

2.2. Academic Medical Education and Training Programs.

2.2.1. The Medical School shall control decisions regarding academic issues and medical education and training, including, but not limited to, continuing medical education programs of the Parties and rotations and assignments regarding graduate and undergraduate medical education training. All continuing medical education programs and, unless otherwise agreed by the Chancellor, all education and training programs of other health care professionals of the Academic Affiliates shall be conducted by or under the auspices of the Medical School. The Medical School department chairs are responsible for the supervision, direction, and control of residents assigned to the Hospitals. Each resident who receives a stipend through the Medical School or the Medical Center, and/or is appointed to a Medical School integrated residency program is subject to the Medical School Residency Program Personnel Policies. On matters of patient care and professional conduct, residents must also abide by the policies, rules and regulations of the Medical Center and the Hospitals and other Hospital Affiliates at which they are assigned.

2.2.2. All patients seen or treated at the Hospitals or any of the other hospitals that are Academic Affiliates (together, the "Hospital Affiliates") or in connection with any of their programs shall, at all times, be under the supervision and responsibility of an attending physician privileged by the respective hospital. The Hospital Affiliates shall not admit patients whose care and treatment will be provided solely by students or residents.

2.2.3. The Medical School may select and assign undergraduate students to specific clinical clerkships in the Hospital and, as applicable, in the Hospital Affiliates, in a manner and in numbers determined by the respective department chair. The Medical School shall provide the Hospital Affiliates with documentation of appropriate credentials for all undergraduate students and residents assigned to such hospitals by the Medical School.

2.2.4. Any Academic Affiliate has the right to request the Medical School to immediately transfer a student after the reasons therefor have been discussed with the respective Medical School department chair. The student may request a review of a directed transfer in accordance with Medical School policies.

2.2.5. The department chair/division directors of the respective departments and services shall be primarily responsible for assurance and documentation of the quality of the teaching programs for medical students assigned to the Academic Affiliates. Only medical staff members at the Hospital Affiliates with Medical School faculty appointments shall participate in the training of medical residents and shall be responsible for the supervision of undergraduate medical students assigned to the Academic Affiliates. Medical School students while on assignment to the Academic Affiliates shall remain subject to Medical School grading, administrative, and governance policies and procedures as specified in the Medical School

Catalog, the Student Handbook, and as otherwise may be applicable. They shall also abide by all appropriate rules and regulations of any Academic Affiliate at which they are assigned.

2.2.6. The System reasonably shall cooperate to provide clinical trial sites and to participate in clinical trials sponsored by the Medical School. All clinical trials and other research activities conducted by or in the facilities of UMass Memorial or the Hospitals shall be subject to the prior approval of the Chancellor and shall be conducted in accordance with policies and procedures of the University.

2.3. Research, Grants and Intellectual Property Rights.

2.3.1. Definitions. For purposes of this Section 2.3, the following terms have the following definitions, all of which exclude Intellectual Property conceived or developed by private physicians who do not have an independent contractor or employment relationship with UMass Memorial or the Medical Center and as to which neither UMass Memorial nor the Medical Center has any rights:

"Research Intellectual Property" means any Intellectual Property conceived or developed during the course of or otherwise derived from research (whether funded or unfunded) involving any material use of resources of the University or the Medical Center, including clinical drug trials and including clinical outcomes research wholly funded by or through the University but excluding clinical outcomes research wholly funded by UMass Memorial or the Medical Center.

"Medical Center Intellectual Property" means any Intellectual Property that is conceived or developed by any of the employees of UMass Memorial or the Medical Center as part of or is otherwise derived from the System's investment in improving its administrative processes, including, but not limited to, clinical outcomes research wholly funded by UMass Memorial or the Medical Center, data bases, information systems, and software relating to billing, collection, and business management of patients and capitated patient bases, patient lists, and medical records.

"Memorial Intellectual Property" means the Intellectual Property of any of the Memorial Affiliates.

"Mixed Intellectual Property" means any Intellectual Property that is conceived or developed by UMass Memorial or the Medical Center or either of its employees or to the extent it may legally required of independent contractors to do so, its independent contractors or other than Research Intellectual Property or Medical Center Intellectual Property, and specifically including clinical outcomes research not wholly funded by or through any of the University, UMass Memorial, or the Medical Center or wholly funded by the University.

2.3.2. Transfer by Memorial Affiliates of Rights to Memorial Intellectual Property. Subject to the provisions of Sections 2.3.3.1 and 2.3.3.4, the Memorial Affiliates will fully disclose and transfer to the University ownership and all rights to commercially Exploit Memorial Intellectual Property that they hold as of the Closing.

2.3.3. Research Sponsorship.

2.3.3.1. All funded research activities by UMass Memorial, the Medical Center, or by individuals or New Affiliates as defined in Section 8.1.1 or other Persons whose revenues are included in the Participation Payments, subject to any of their applicable research or employment policies, shall be conducted under the auspices of the Medical School. The Medical School shall be the sponsoring institution designated for all such research grants sponsored by UMass Memorial, the Medical Center, or involving any member of the Medical School Faculty.

2.3.3.2. The Chancellor and the President/Chief Executive Officer of UMass Memorial shall cooperate in good faith to resolve any issues concerning the right of UMass Memorial or the Medical Center to pursue and retain grants that are not directly available to the University.

2.3.4. Agreement Concerning Rights to Intellectual Property Arising from Operations of System After the Closing Date.

2.3.4.1. Disclosure and Assignment of Intellectual Property Interests. UMass Memorial and the Medical Center shall fully disclose to the University all of the Research Intellectual Property and Mixed Intellectual Property, whether such rights arise on or after the date of the Definitive Agreement. Each of UMass Memorial and the Medical Center shall, to the extent it is legally able to do so, require its employees and independent contractors, who are engaged in research or clinical care activities to assign to UMass Memorial or the Medical Center, as applicable, all rights to Research Intellectual Property and Mixed Intellectual Property arising in the course of or as a result of such activities except to the extent that any such employees or independent contractors are members of the Medical School Faculty and already subject to an obligation to assign any such rights to the University under the Medical School's intellectual property policies; provided, however, that no such transfer shall be required to the extent that any such individuals have independent rights in such Research Intellectual Property or Mixed Intellectual Property prior to the date of the Definitive Agreement or would be permitted to retain such rights under the Medical School's research and intellectual property policies. Rights arising prior to the date of the Definitive Agreement for the benefit of any member of the medical staff of Memorial Hospital shall be retained by such medical staff members.

2.3.4.2. Right to Exploit Research Intellectual Property. The Parties agree that, except as provided in Section 2.3.3.4 below, ownership of all Research Intellectual Property owned by UMass Memorial or the Medical Center shall be transferred to the University and that the University shall have the right, and neither UMass Memorial nor the Medical Center shall have the right, to commercially Exploit such Research Intellectual Property.

2.3.4.3. Right to Exploit Mixed Intellectual Property. The Parties agree that ownership of all Mixed Intellectual Property owned by UMass Memorial or the Medical Center shall be owned jointly and equally with the University and that the Parties shall agree in good faith as to the process by which to commercially Exploit such Mixed Intellectual Property and shall (in the absence of other agreement between the Parties) share equally in the revenues of such commercialization.

2.3.4.4. Retained Rights to Use of Intellectual Property. UMass Memorial and the Medical Center will retain the right to use Memorial Intellectual Property, Research Intellectual Property and Mixed Intellectual Property transferred to the University under Sections 2.3.1 or 2.3.3.2 for their own internal use, and each of them shall have the right to distribute or disseminate such Research Intellectual Property and Mixed Intellectual Property to third parties engaged in non-commercial research, free of cost, under an agreement which restricts use to non-commercial research and which prohibits redistribution or dissemination to others.

2.3.4.5. Right to Exploit Medical Center Intellectual Property. UMass Memorial shall retain ownership of and all rights with respect to Medical Center Intellectual Property, including the right to commercially exploit such Medical Center Intellectual Property, and the University shall not have the right to commercially exploit such Medical Center Intellectual Property. The Chancellor and the President/Chief Executive Officer of UMass Memorial shall cooperate in good faith to resolve any issues concerning the applicability of this Section 2.3.3.5 to any specific item of Intellectual Property.

2.3.4.6. Cooperation. UMass Memorial and the Medical Center will execute, and will cause the Memorial Affiliates to execute any transfers, assignments or other documents reasonably requested by the University and will cooperate fully with the University in order to obtain, register, or convey any Memorial Intellectual Property, Research Intellectual Property, or interest in Mixed Intellectual Property that is required to be conveyed hereunder; provided, however, that actions (other than execution of documents) and costs associated with such registration, conveyance, and similar actions (including without limitation the costs of prosecuting patent applications and similar rights) shall be taken by and at the expense of the University.

ARTICLE 3

ACADEMIC AND CLINICAL DEPARTMENTS OF MEDICAL SCHOOL AND MEDICAL CENTER

3.1. Academic and Clinical Operating Principles.

3.1.1. The Academic System and the System will develop complementary academic and clinical strategies that are linked through joint investments in academic and clinical programs designed to foster a cooperative and team-oriented approach.

3.1.1.1. The Academic System will have jurisdiction over academic issues (e.g., curriculum development, use of educational funds), and the System will have jurisdiction over clinical issues (e.g., service site location, program development, etc.). The University and UMass Memorial will inform and consult with each other on major changes in mission or operations. The Parties recognize that joint decision-making between the University, UMass Memorial, and the Medical Center will be necessary with respect to decisions that affect all of these entities.

3.1.1.2. UMass Memorial and the Medical Center will continue to have representation on committees of the Academic System that address matters directly related to the operations of the System, including without limitation the following: Education Policy Committee; Graduate Medical Education Committee; Continuing Medical Education Committee; Executive Council; and Faculty Council. Such representatives on such committees will be appointed by the President/Chief Executive Officer of UMass Memorial after consultation with the Chancellor.

3.2. Physician Leadership and Organization

3.2.1. General Principles. Except for (i) members of the medical staff of the former Memorial Hospital who did not hold Medical School faculty appointments prior to the Closing and (ii) other individual physicians specifically excluded by approval of the Chancellor, all members of the medical staff of the Medical Center shall be required to have and maintain faculty appointments at the Medical School as requested by the Medical School and to provide a reasonable amount of academic service under the supervision of the Chancellor, at no additional compensation from any of the Parties, (not to exceed more than two hundred (200) hours per year for physicians employed by any UMass Memorial Affiliate or the Practice Plan without the approval of the President/Chief Executive Officer of UMass Memorial and not to exceed fifty (50) hours per year for physicians in private practice without the prior approval of the Board of Trustees of UMass Memorial including, but not limited to, participation in resident training programs). Subject to the limitation set forth in the prior sentence, the annual amount of required academic service shall be determined from time to time by the Chancellor based on the needs of the Medical School and the resources available to it; provided, however that any increase in the

standard number of uncompensated hours to be provided by new employed members of the faculty of the Medical School is subject to approval by the Physician Advisory Board. By mutual agreement of the Chancellor and the Medical Center, the Medical Center may create or may designate specific medical staff categories to which individuals who have been exempted from the faculty appointment requirement may be appointed. The Academic System will work with the System to train, support and place physicians, students, and other health care professionals for community and clinical service in accordance with the Strategic Plan.

3.2.2. Organization.

3.2.2.1. Clinical departments of the Medical Center will mirror the organizational structure of the academic departments of the Academic System. The academic department chair and division director of the Academic System will serve as the department chair and division director, respectively, of the corresponding clinical department of the Medical Center and are referred to herein as a "department chair" or "division director" when functioning in either an academic or clinical capacity. The initial clinical chairs will be set forth on a schedule to be delivered at Closing. At least three of the initial chairs will be appointed from among physicians formerly affiliated with Memorial. Unless and until changed by the Board of Trustees of UMass Memorial, at least three of the chairs will have their principal offices at the Memorial campus. The chairs will be responsible for clinical process redesign and enforcement of the proposed redesign.

3.2.2.1.1. Initial vice chairs will be appointed so as to provide representation of both campuses in, the principal offices of the chairs and vice chairs of each department between the UMass Campus and the Memorial Campus.

3.2.2.1.2. Initial division directors will include representatives of the UMass Campus and the Memorial Campus. Departmental chairs will be responsible for appointment of the division directors, in consultation with the chief medical officers of the Medical Center and the Physician Advisory Board ("PAB"), subject to final approval by the President/Chief Executive Officer of UMass Memorial.

3.2.2.1.3. The Medical Center will have a single medical staff with a single chair of each department. The medical staff will include (i) physicians employed by the University whose services are provided under a Contracted Employee Agreement (if any), (ii) physicians employed by UMass Memorial Physicians, Inc., (iii) physicians employed by UMass Memorial Medical Group, Inc. and (iv) private practitioners. The medical staff bylaws shall be consistent with the Definitive Agreement.

3.2.2.1.4. The composition of the employed medical group or groups and the strategy to be pursued by the Medical Center in integrating physicians will be determined by the Strategic Plan.

3.2.2.1.5. The System will endeavor to establish a primary care physician network that is appropriate in size and location, and whose incentives are appropriately aligned with the System. The Parties anticipate that the initial target ratio of primary care physicians to specialists will be developed as part of the development of the Strategic Plan. Thus, desired growth or decrease in the number of specialists will be determined as part of the Strategic Plan. The Parties anticipate that quality, cost efficiency and productivity will be measured and monitored for all physicians in the network.

3.2.3. Appointment and Activities of Departmental Chairs. Academic chairs/department chairs will be recruited by a search committee appointed by the Chancellor and shall be appointed by the Chancellor with the advice and consent of the President/Chief Executive Officer of UMass Memorial. During the first three years following the Closing Date, the search committees will be comprised of equal numbers of representatives formerly affiliated with each of the Academic System and Memorial. The Chancellor and the President/Chief Executive Officer of UMass Memorial will jointly agree upon the recruitment package to be offered to any candidate for the position of academic chair/department chair. The search committee will include participants from the PAB or their nominees. The Chancellor and the President/Chief Executive Officer of UMass Memorial will jointly undertake the annual performance review of the academic chairs/department chairs of each department and will agree upon the compensation package for such individuals. Either the Chancellor or the President/Chief Executive Officer of UMass Memorial may request termination of an academic chair/department chair, with such request to be processed expeditiously and in accordance with appropriate Medical School due process. Prior to the Closing, the Medical School and Memorial shall endeavor to establish a mutually agreeable process for termination of an academic chair/department chair, with such process to include a final determination no later than three (3) months from receipt of request for termination. In the event the Medical School and Memorial fail to agree upon such a process, or in the event they agree upon such a process but for any reason a final determination to terminate an academic chair/department chair has not been rendered within the said three (3) month period, then the President/Chief Executive Officer of UMass Memorial may remove such individual from the position of department chair; thereafter, the President/Chief Executive Officer of UMass Memorial may appoint an interim chair with the approval of the Chancellor, which approval shall not be unreasonably withheld. In the event the President/Chief Executive Officer of UMass Memorial and the Chancellor shall fail to agree upon the appointment of an interim department chair, then a four (4) member subcommittee of the Board of Trustees of UMass Memorial shall appoint the interim department chair, and the Chancellor and the President/Chief Executive Officer shall each designate two (2) trustees to serve on such subcommittee.

3.2.4. Accountability. All research activities will be managed and governed by the University, and the academic chairs of each department will be responsible for establishing mechanisms to ensure accountability for satisfactory use of clinical time.

3.2.5. Clinical Services to the Commonwealth. The System will endeavor to respond to the need of the Commonwealth for clinical services as identified by the Academic System.

3.3. Cross Funded Employees.

The Chancellor and the President/Chief Executive Officer of UMass Memorial shall cooperate with each other with respect to the establishment and cost allocation of compensation of individuals serving in dual capacities on behalf of the Medical School and UMass Memorial and/or the Medical Center, all as set forth more specifically below.

3.3.1. Payments. The Medical Center will supply the University with the services of certain individuals who also provide services to the Medical Center (the "Cross Funded Employees") for teaching, research, and other purposes. The University will supply the Medical Center with the services of certain individuals for clinical purposes. The proposed annual funding by each of the University and the Medical Center for such Cross Funded Employees shall be established pursuant to Section 3.3. Each of the University and the Medical Center will be reimbursed on a weekly basis, in arrears, for the cost of salaries and benefits of the Cross Funded Employees.

3.3.2. There will be no reduction in the aggregate dollar value of professional and support services provided by Cross Funded Employees and paid for by either of the University or the Medical Center during the University's fiscal year ending June 30, 1999 below the actual level incurred in the fiscal year ending 1998.

3.3.3. Prior to March 31, 1999, and prior to March 31 of each subsequent year during the term of this Agreement, each of the University and the Medical Center will present a proposed budget to the other setting forth proposed requirements under this Section 3.3 for the University's fiscal year commencing on July 1 of such year. The University and the Medical Center will negotiate in good faith to reach agreement with respect to the proposed level of services to be provided hereunder.

3.3.4. The Parties agree that the mutual goal of promoting and supporting research and teaching activities must be tempered by the economic realities of operating a fiscally sound clinical system. The Parties further agree that it is desirable, within the constraints of fiscal responsibility, to continue to support a broad range of physicians and other academic researchers. Accordingly, the Parties agree to support the applicable departmental chairs and to consider and attempt to accommodate continued financial support for the Cross Funded Employees and to cooperate in the chair's efforts to locate alternative funding sources for temporary interruptions or changes in financial other support for such individuals, including use of the Departmental Education Funds. The Parties agree that, in the event adequate funding is unavailable from either of the University or the Medical Center or from alternative funding sources for a particular Cross Funded Employee, the individual, if a

physician, shall remain free to practice as a private physician in the community, but the University agrees that it will not object if the chair refuses to allow such individual to continue his academic appointment if such individual becomes employed, directly or indirectly by any licensed health care provider or affiliate thereof (excluding UMass Memorial and its affiliates) and continues to provide services in Worcester County. Anything to the contrary herein notwithstanding, each of the Medical Center and the University acknowledges and agrees that the other party shall retain authority to establish the salary and benefits, and to terminate or otherwise alter the terms and conditions of employment of the Cross Funded Employees employed by it; provided, however, that with respect to the Cross Funded Employees remaining employed by the University during the transition period contemplated by the Agreement for Practitioner Services, the Medical Center's authority with respect to such Cross Funded Employees shall be determined in accordance with the applicable Agreement for Employee Services. In the event of a proposed termination of the employment of any Cross Funded Employee, or any reduction in hours, salary or other compensation of such individual, the University and the Medical Center shall share in the severance costs, if any, of such Cross Funded Employee in proportion to the percentages each party was responsible for funding such employee immediately prior to such termination or reduction.

3.3.5. [Reserved.]

3.3.6. System Support for Faculty Academic Pursuits. In implementing the procedures set forth in Section 3.3.4 and subject always to the right of the Medical Center to establish salary and benefits, and to terminate or otherwise alter the terms and conditions of employment of the Cross Funded Employees, UMass Memorial and the Medical Center shall work with the department chairs in their efforts to define faculty compensation and allocate patient care and other responsibilities in order to promote academic and research efforts consistent with the mission of the Medical School.

ARTICLE 4

DEPARTMENTAL EDUCATION FUNDS

All academic funds (net assets) derived from the Group Practice and held by the University as of the Closing Date, including the net assets in the fund labeled "Group Practice Plan Fund Balance" on the Most Recent Balance Sheet of the UMass Clinical Division will remain assets of the University and will be held by the Medical Center as agent for the University and allocated to each academic department regardless of whether the department chair was formerly affiliated with UMass Clinical System or Memorial. The funds shall be transferred by the Medical Center, as agent, to the University pursuant to the provisions of Section 13.1.4. of the Definitive Agreement. Expenditures from such funds will be made upon the prior approval of the Chancellor and President/Chief Executive Officer of UMass Memorial.

Immediately after the Closing, UMass Memorial shall, in consultation with the department chairs and the Chancellor, undertake and complete within six months of the Closing a review of the method of funding academic support payments from the Practice Plan to the clinical departments of the Medical Center (the "Departmental Education Funds"). The ten percent (10%) level of funding of the Departmental Education Funds in effect as of the date of execution of this Agreement (excluding the annual transfer of "Residual Earnings" as calculated pursuant to the Rules and Regulations of the Group Practice Bylaws in Exhibit Q) shall remain in effect until such time as the review of the method of funding has been completed. Thereafter, UMass Memorial shall have the right to substitute a new method after consultation with the Chancellor; provided however that the dollar level of funding for fiscal year 1996 shall be maintained unless and until the Chancellor and the President/Chief Executive Office of UMass Memorial shall otherwise agree.

Expenditures from the Departmental Education Funds during the year in which related income is earned will be made by the Medical Center, in accordance with the budget approved by the Chancellor and the President/Chief Executive Officer of UMass Memorial. The balances, if any, remaining in the Departmental Education Funds each year following reconciliation of such approved expenditures as of the end of September (which shall expressly exclude all Residual Earnings as defined in Exhibit Q or other portion of annual net income), together with all accrued interest earned thereon, shall be transferred to the appropriate academic departments of the Medical School within one hundred twenty (120) days of such reconciliation date. In the event that any such remaining balances are not transferred within such time, such untransferred amounts shall accrue interest from the end of UMass Memorial's fiscal year as to which such reconciliation applies at the Late Payment Rate. The System and the Academic System will work together in the future to identify additional sources of funds to subsidize less lucrative academic departments.

ARTICLE 5

DEVELOPMENT ACTIVITIES

The Medical School development office (the "Development Office") shall be the sole development office that will conduct the fund raising and development efforts for the Medical School and all UMass Memorial Affiliates in existence on the Closing Date (the "Existing Affiliates"). Prior to the Closing, UMass Medical Center Foundation, Inc. shall amend its articles and bylaws in the forms attached hereto as Exhibits B and C, respectively, to change its name to UMass Memorial Foundation, Inc. (the "Foundation") and to provide that the predecessor entities shall appoint an equal number of board members of the Foundation. The Foundation shall provide advice and assistance to the Development Office in such efforts. The Chancellor shall serve, ex-officio, as the Chief Executive Officer of the Foundation, and such other staff as may be required will be provided by the Medical School. All fund raising efforts and approaches to potential donors on behalf of the Medical School, the System, and the Existing Affiliates shall be conducted by the Development Office. The Development Office may conduct fund raising efforts on behalf of entities that become affiliated with System after the Closing

Date by mutual agreement of the Chancellor and the President/Chief Executive Officer of UMass Memorial, but in no event shall UMass Memorial conduct independent fund raising efforts for such new affiliate, (although such new affiliate may conduct its own fund raising efforts provided it does not use the "UMass" name).

5.1. Oversight Group. A Development Office oversight group, appointed by the Chancellor and including the President/Chief Executive Officer of UMass Memorial (the "Oversight Group"), shall be responsible for approving fund raising plans and strategies for contacting potential donors and resolving outstanding issues relating to distributions of the funds raised by the Development Office. The Development Office's annual plans and strategic plans shall be adopted with the advice and consent of the President/Chief Executive Officer of UMass Memorial.

5.2. Clinical Fundraising Division. A specific division shall be established within the Development Office that shall be responsible for implementing the Development Office's development efforts for the System. The head of this division shall be appointed by the President/Chief Executive Officer of UMass Memorial, subject to the approval of the Chancellor.

ARTICLE 6

ACADEMIC AND OPERATIONAL INTEGRATION

Academic and Operational Integration shall be governed by the provisions of Section 3.1 of this Agreement.

ARTICLE 7

USE OF NAME

Use of the name "UMass" shall be governed by the License Agreement. So long as the License Agreement is in effect, UMass Memorial shall consistently use the Marks (as defined in License Agreement) in its name and in all of its operations and general publicity materials, in accordance with and subject to the License Agreement, and shall cause the UMass Memorial Affiliates in existence on the Closing Date and any New Affiliates that have an academic affiliation agreement with the University to use the Marks in their names, operations or in all general publicity materials in accordance with and subject to the License Agreement, unless otherwise agreed by the University. The University agrees not to grant a license to use the name "UMass" or permit any entity (other than a UMass Memorial Affiliate) to use such name as part of the name of any health facility (excepting only student health facilities, including the existing Amherst facility, which serves patients in addition to students) or physician group; provided,

however, that the University may grant a license to use the name "UMass" to a publicly-owned hospital.

ARTICLE 8

ACADEMIC SUPPORT

The System agrees to make the following payments to the University on the terms and conditions set forth herein. UMass Memorial and the Medical Center shall be jointly and severally liable for all amounts set forth in Sections 8.1 and 8.1.1.

8.1. Baseline Support. The System has agreed to make a specific annual payment to the University during the term of this Affiliation Agreement so long as the University continues to operate a medical school. The University hereby acknowledges and agrees that, except with respect to claims for coverage under the Self Insurance Trust relating to coverage prior to the date the Self Insurance Trust is transferred to a UMass Memorial Affiliate or designee under Section 10.4 of the Definitive Agreement, from and after the Closing Date it shall have no right to and shall not attempt to claim any right to any portion of the Self Insurance Trust including income or appreciation thereon (other than in connection with the obligation of UMass Memorial or the Medical Center under Section 10.4 of the Definitive Agreement to provide tail coverage and otherwise indemnify the University and its employees who were covered by the Self Insurance Trust prior to Closing) or to assess a "Medical School Tax", "Dean's Tax" or other charge against clinical or professional revenues (other than the Departmental Education Fund Tax described in Article IV and the Participation Payment described in Section 8.1.1) generated by any of the UMass Memorial Affiliates (or any future Subsidiary thereof) or any employees or independent contractors thereof and, except as provided in the Occupancy Agreement or otherwise agreed to in writing by the University and the Medical Center or any other UMass Memorial Affiliate, no other charges shall be assessed against or with respect to the clinical facility or otherwise. The Medical Center will pay the University an annual "par level" baseline support payment during the term of this Affiliation Agreement of Twelve Million Dollars (\$12,000,000) (the "Base Payment"), subject to an annual adjustment for inflation by the COLA, payable in twelve (12) equal installments of One Million Dollars (\$1,000,000) monthly, in arrears, on the fifteenth day of each month commencing after the first full month after the Closing, subject to inflationary adjustments on each anniversary during the term of this Affiliation Agreement as set forth herein; provided, however, that if the Closing occurs other than on the last day of a calendar month, the monthly payment shall be pro-rated for the number of days elapsed in the month following the Closing Date; and provided, further, that the Parties agree the existing Medical School Tax as defined in the Rules and Regulations Relative to the Operation and Governance of the Group Practice as set forth in Exhibit Q of the Definitive Agreement in effect prior to the Closing Date shall be continued through the end of the calendar month of the Medical Center during which the Closing occurs, and there will be a credit against

the \$1,000,000 monthly support payment equal to the amount paid by the Practice Plan (or any successor entity) in payment of such Medical School Tax during such partial calendar month.

As more fully set forth in the Occupancy Agreement, in the event the Medical School closes during the term of the Occupancy Agreement, then from and after the date of such occurrence, the System will be relieved of all obligation to pay baseline support under this Section 8.1, and the University and the System shall negotiate a lease arrangement to permit continued occupancy of the Occupied Space at fair market value subject to certain adjustments set forth therein, all as further set forth in the Occupancy Agreement.

There shall be an adjustment to the Base Payment and the Participation Payment in the event of a material change in the enrollment of medical students at the University or a material decline in restricted research expenditures at the Academic System calculated in accordance with the provisions of this Section 8.1.

The adjustment shall be calculated by reference to a system of 200 points. Of the 200 points, 100 shall be attributable to student enrollment and 100 shall be attributable to restricted research awards. The Parties agree that the number of first year medical students enrolled at the University as of January 1, 1997 was 100 and that this shall be deemed equivalent to 100 points. The parties agree that the level of restricted research expenditures on the Most Recent Balance Sheet of Medical School Academic System for the academic year ending June, 1996 was \$32,139,000 and that this level shall be deemed equivalent to 100 points.

In the event the number of first year medical students enrolled at the University as of January 1 of any year during the term of this Affiliation Agreement is less than the level set forth above, then the number of points attributable to student enrollment for that year shall be reduced to a number equal to one hundred (100) times a fraction, the numerator of which is the number of students enrolled as of January 1 in that year and the denominator of which is the number of students enrolled as of January 1, 1997.

In the event the dollar value (held constant to 1996 dollar values by adjustment to the COLA) of restricted research expenditures received by the University for the academic year in which the calculation occurs is less than the level set forth above, then the number of points attributable to restricted research expenditures for that year shall be reduced to a number equal to one hundred (100) times a fraction, the numerator of which is the dollar value of restricted research expenditures received by the University in that academic year (held constant to 1996 dollar values by adjustment to the COLA) and the denominator of which is the dollar value of 1996 restricted research expenditures.

The sum of the points for student enrollment and restricted research expenditures is herein referred to as the "Combined Score." If the average of the Combined Score for any three consecutive years during the term of this Affiliation Agreement is less than 100, then the Base Payment and the Participation Payment referred to in Section 8.1.1 shall be reduced

proportionally from what they would have been. By way of example only and not as a limitation, if the average Combined Score for three consecutive years is 80, then the Base Payment and the Participation Payment shall be reduced to 40% of what they otherwise would have been. If in either of the two years immediately following the year in which such a proportional reduction occurs, the average Combined Score for the prior three (3) years increases to above 100, then the Base Payment and the Participation Payment shall be restored in that year to the levels they would have been but for the prior reduction.

If the Combined Score is less than 100 in two consecutive years following such a reduction (i.e., there are three consecutive years of reduced Base Payment and Participation Payment), then the Parties shall in good faith renegotiate a reduction in the payment provisions of Section 8.1. and 8.1.1, but in no event shall the reduced payment level be less than the fair market value of the use of the Occupied Space subject to adjustment as set forth in the Occupancy Agreement, and in the event the Parties cannot agree upon the renegotiated payment level, the matter shall be resolved pursuant to arbitration in accordance with Section 11.1.

8.1.1. Participation Payments. The University will be entitled to a percentage of the Net Operating Revenues of the System generated in each fiscal year during the term of this Affiliation Agreement and commencing after the Closing Date (the "Participation Payments") in accordance with the following schedule, payable within 120 days after the end of each fiscal year and prorated for any partial years as set forth in subparagraph (c) below:

- (a) when Net Operating Revenues are positive and between 0% and 2% of Net Service Revenues, an incentive of 10% of Net Operating Revenues will be paid;
- (b) when Net Operating Revenues are between 2.01% and 3% of Net Service Revenues, an incentive equal to base (defined as "a" above) plus 15% of the incremental Net Operating Revenues above 2% will be paid;
- (c) when Net Operating Revenues are between 3.01% and 4% of Net Service Revenues, an incentive equal to base (defined as "b" above) plus 25% of the incremental Net Operating Revenues above 3% will be paid;
- (d) when Net Operating Revenues are between 4.01% and 5% of Net Service Revenues, an incentive equal to base (defined as "c" above) plus 30% of the incremental Net Operating Revenues above 4% will be paid;
- (e) when Net Operating Revenues are between 5.01% and 6% of Net Service Revenues, an incentive equal to base (defined as "d" above) plus 28% of the incremental Net Operating Revenues above 5% will be paid;

(f) when Net Operating Revenues equal or exceed 6.01% of Net Service Revenues, an incentive equal to base (defined as "e" above) plus 28% of the incremental Net Operating Revenues above 6% will be paid.

(g) In the event that any Person is combined or consolidated on the audited financial statements of UMass Memorial after the Closing (a "New Affiliate") then if and to the extent the principal place of business of such Person is located in Worcester County, Massachusetts or such Person is listed on Exhibit P of the Definitive Agreement, the Participation Payments set forth in Section 8.1.1 hereof shall apply to the combined Net Operating Revenues of UMass Memorial including the New Affiliate unless (a) the Parties otherwise agree in writing or (b) the New Affiliate is an insurance company, health maintenance organization, or similar entity; and in any event the Participation Payments set forth in Section 8.1.1 shall include any mobile institutional health care service operating at more than one fixed location, such as mobile catheterization services, mobile magnetic resonance imaging service, or mobile CAT scanners.

(h) In the event this Affiliation Agreement commences or terminates other than on a date coinciding with the end of a fiscal year of the Medical Center, the Participation Payment shall be prorated during any partial fiscal year based on the number of days elapsed during the portion of the fiscal year during which this Affiliation Agreement is in effect divided by 365; provided, however, that with respect to the Participation Payment during the first partial fiscal year, there shall be included in the calculation of Net Operating Revenues only the Net Operating Revenues attributable to operations from and after the Closing Date. The University shall have the right, at its expense, to audit or otherwise review the determination of Net Operating Revenues of the System.

8.1.2. Debt Service Support. The Medical Center shall expressly assume (i) all obligations to pay to the Trustee for the MBIA Bonds at the times when due all obligations of the University with respect to principal and interest on the MBIA Bonds and (ii) all other obligations of the University under that certain Financing Agreement dated as of June 8, 1995 relating to the MBIA Bonds, all as set forth in an assumption agreement to be in form and substance satisfactory to the Parties and the insurer of the MBIA Bonds. The University agrees to cooperate fully with the System with respect to any defeasance, refunding, refinancing, or restructuring of said debt obligations, and the System shall be entitled to retain all savings (if any) of any such defeasance, refunding, refinancing, or restructuring of said debt. In no event shall the University be obligated to become directly or indirectly liable (by guaranty or otherwise) for any such defeasance, refunding, refinancing, or restructuring of said debt. The University shall take no action that shall adversely affect the status of interest on the MBIA Bonds as exempt from federal income taxation or otherwise cause the MBIA Bonds to be in default.

8.1.3. Shared Services. The Parties agree that the University and the System will continue to share and purchase certain goods and services from each other to the extent provided in and in accordance with the terms of the Occupancy Agreement at cost.

8.1.4. Former Related Party Budgeted Transactions. If and to the extent previously reflected on the Combining Statement of Operations in the most recent Financial Statements, services or goods previously purchased or sold to or from the UMass Clinical System by or from the Academic System will continue to be so purchased or sold at cost until the Parties shall otherwise mutually agree.

ARTICLE 9

AGREEMENT TO BE RESPONSIVE TO NEEDS OF THE COMMONWEALTH

9.1. Service to the Community

The Parties recognize the University's historic efforts to respond to the Commonwealth's need for clinical and related health care services for its citizens. Such efforts have included the provision to the public of both highly specialized services, particularly to the extent not available through other area services, and community-based primary care services. Within the realm of primary care, the University has actively developed and continually worked to enhance a primary care network, in connection with which it has provided resident physicians to various community health centers and programs to deliver needed services, and has supported community-based education for health care providers, students and workers. UMass Memorial and the Hospitals agree to continue to endeavor to respond to the State's and the community's needs as they may be identified from time to time by the Chancellor.

Such community and state needs will be among the factors taken into consideration by the strategic planning process of UMass Memorial in decisions concerning new program development, expansion or contraction of existing services, the location of clinical training sites, resource allocation, and other decisions that have a potential significant impact on the meeting of such needs.

9.2. Covenants with Respect to Medicaid Contracts.

As of or subsequent to the Closing, the University and the Medical Center shall enter into a Medical Educational Services Agreement and the Medical Center shall enter into a Medicaid Provider Agreement, all as set forth in Sections 10.8 and 10.9 of the Definitive Agreement.

ARTICLE 10

TERM AND TERMINATION

10.1. Initial Term; Renewal.

This Agreement shall remain in full force and effect for a period of ninety-nine (99) years from the date hereof, and shall expire on March 30, 2097. Following the expiration of such term, the Parties intend to renegotiate this Affiliation Agreement and the relationships created hereby, subject to compliance with all applicable law, and intend that at least three (3) years prior to such date, UMass Memorial, the Medical School, and the Medical Center will convene a special task force, to be comprised of at least the Chancellor and the President/CEO, in order to review the accomplishments of the Affiliation, current and projected medical and health care professional education needs within the Commonwealth of Massachusetts, and the status of and trends in the health care needs of the population of the Commonwealth of Massachusetts, and to work in good faith to determine in what manner the affiliation should be continued, and to take or to cause to be taken such actions as may be necessary to permit to continue without interruption such an affiliation as may be appropriate.

10.2. Termination.

This Agreement may be terminated prior to the expiration of the term hereof only in accordance with the provisions of this Section 10.2.

10.2.1. If the University ceases to operate a Medical School, then at the election of and upon written notice provided by the President/Chief Executive Officer of UMass Memorial, (i) this Affiliation Agreement shall terminate and (ii) the obligation of UMass Memorial and the Medical Center to make any payments under Section 8.1 [Base Payments] or 8.1.1 [Participation Payments] shall cease, and (iii) in accordance with the Occupancy Agreement, UMass Memorial shall in good faith negotiate a lease arrangement for the Occupied Space with the University at fair market value subject to certain adjustments set forth in the Occupancy Agreement.

10.2.2. Subject always to the provisions of the Occupancy Agreement, which shall control with respect to the rights of parties concerning all defaults or Events of Default as described therein, if UMass Memorial fails to pay when due any amounts under the Definitive Agreement, this Affiliation Agreement, or the Occupancy Agreement, then, (unless such failure is otherwise the subject of a specific remedy in the Occupancy Agreement), after ninety (90) days written notice and failure to cure within said ninety (90) day period, at the election of and upon written notice provided by the Chancellor, this Affiliation Agreement, the License Agreement, and the Occupancy Agreement shall terminate, and the University shall retain all remedies at law or in equity. This Section shall not be construed to alter any of the provisions of the Occupancy Agreement with respect to the termination of the Occupancy Agreement or late payments made thereunder.

10.2.3. If the University fails to pay when due any amounts under the Occupancy Agreement, then, after ninety (90) days written notice and failure to cure within said ninety (90) day period, at the election of and upon written notice provided by the President/Chief Executive

Officer of UMass Memorial, the Occupancy Agreement shall terminate, and UMass Memorial shall retain all remedies at law or in equity.

ARTICLE 11

DISPUTE RESOLUTION

In the event that any dispute arises under any provision of this Agreement, or in the interpretation of its terms, which cannot be resolved between the Chancellor and the President/CEO, any Party may invoke the binding arbitration provisions as set forth in Section 11.1 below, except that the University, on the one hand, and UMass Memorial and/or the Medical Center, on the other hand, shall each bear one-half the costs and expenses of the mediator, any third parties selected by the mediator to assist in resolving the dispute, and the costs associated with any subsequent arbitration.

11.1. Arbitration. If a dispute arises under this Agreement which cannot be resolved by the personnel directly involved, any Party may invoke the procedures set forth in this Section by giving the other Parties written notice of the dispute, in which case such Party shall designate a person with decision making authority (the "Representative") to act on behalf of the disputing Party in the dispute. The other Parties shall be required to respond to the disputing party's notice within twenty (20) days of receipt by designating in writing its own Representative. The Parties agree to use the following procedure prior to any Party pursuing other available remedies.

11.1.1. The Parties, acting through their respective Representatives, shall meet at a mutually acceptable time and place within twenty (20) days after the non-disputing Parties designates its Representative to the disputing Party. The Representatives shall attempt in good faith to negotiate a resolution of the dispute.

11.1.2. If, within thirty (30) days after the first meeting of the Representatives the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with Commercial Mediation Rules of the American Arbitration Association.

11.1.3. The Parties will jointly appoint a mutually acceptable mediator to mediate the dispute. If the parties are unable to agree on a mutually acceptable mediator within twenty (20) days of the conclusion of the negotiations, then the Parties shall request the American Arbitration Association to assist the parties in finding a mutually acceptable mediator. Each party shall bear its own costs incurred in the mediation and UMass Memorial and/or the Medical Center, on the one hand, and the University, on the other hand shall bear one-half the costs and expenses of the mediator and any third parties selected by the mediator to assist in resolving the dispute.

11.1.4. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days. If the Parties do not resolve the dispute through mediation within such period, any Party may submit the matter to binding arbitration before a three member panel of arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

11.1.5. The entirety of this Section is intended to be fully enforceable in accordance with the Uniform Arbitration Act for Commercial Disputes, including but not limited to, all provisions relating to mediation. Notwithstanding anything herein to the contrary, nothing in this Section shall preclude any Party from seeking interim or provisional relief in the form of a temporary restraining order, preliminary injunction or other interim relief concerning the dispute, either prior to or during the proceedings provided for in this Section, if such action is deemed necessary to protect the interests of such Party.

11.1.6. [Reserved.]

ARTICLE 12

MISCELLANEOUS

12.1. Consistency of By-Laws, Rules, Regulations and Policies.

UMass Memorial and the Medical Center shall adopt and keep in effect bylaws, rules, regulations and policies, and the Medical Center shall adopt and keep in effect medical staff bylaws, all of which are consistent with the terms of this Agreement, except to the extent prohibited by applicable law or accreditation requirements.

12.2. Entire Agreement.

This Agreement and the Definitive Agreement represent the entire understanding of the Parties with respect to the subject matter hereof, and supersede any and all prior understandings with respect thereto. No amendment of this Agreement shall be effective unless reduced to writing and signed by each of the Parties.

12.3. Definitions.

To the extent that any capitalized term is not specifically defined within this Agreement, such term shall have the same meaning as it has in the Definitive Agreement.

12.4. Waiver.

The waiver by any Party of any breach of this Agreement by any other Party or the waiver of any term of this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not prevent subsequent enforcement of any such term.

12.5. Assignment.

This Agreement shall be binding upon the Parties and their respective permitted successors and assigns. No party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other parties; provided, however, that Memorial and/or UMass Memorial may direct the allocation of assets to be conveyed hereunder or under any document contemplated hereby to any entity controlled by them (or, with respect to the Self Insurance Trust, to a so-called captive insurance company in accordance with the provisions of Section 10.4 of the Definitive Agreement), and further provided that UMass Memorial and the Medical Center may assign this Agreement to the surviving entity in the event UMass Memorial or the Medical Center merges, combines or consolidates with another entity. In the event the Medical School combines, merges, or consolidates with another Medical School without the consent of the Board of Trustees of UMass Memorial (which shall not be unreasonably withheld but which may take into consideration, in addition to other factors, the support of any successor medical school for any competitor of any UMass Memorial Affiliate in Worcester County), then the President/Chief Executive Officer of UMass Memorial may propose to the University a reduction in payments under Article 8, and, subject always to the provisions of Section 12.8, the University and UMass Memorial shall agree upon such reduction, if any, as is appropriate. In the event the University and UMass Memorial fail to agree upon any proposed reduction, the matter shall be resolved pursuant to arbitration in accordance with Section 11.1.

12.6. Notices.

All notices hereunder shall be deemed to have been given when delivered in person or one day after sending by reputable overnight delivery service or three (3) days after mailing by certified mail, return receipt requested, addressed to any Party at its address set forth below or at any other address of which any Party notifies the others in writing.

If to University of Massachusetts, to :

Chancellor
University of Massachusetts
18 Tremont Street
Boston, MA 02108

If to UMass Memorial Health Care, Inc. or
UMass Memorial Medical Center, Inc., to:

President/Chief Executive Officer
UMass Memorial Health Care
119 Belmont Street
Worcester, MA 01605

12.7. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

12.8. Good Faith and Fair Dealing.

The University and UMass Memorial shall meet annually to assess the overall arrangement to consider such adjustments as may be appropriate and mutually agreeable to facilitate the satisfactory implementation of the purposes of this Agreement. Each Party agrees to cooperate in good faith and to deal fairly with the others in attempting to effect the transactions contemplated by this Agreement as well as performance of any obligations required hereunder subsequent to the Closing.

12.9. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as a sealed instrument this ___ day of _____, 1998.

UNIVERSITY OF MASSACHUSETTS

By: Carr-Lagan
Its: _____

UMASS MEMORIAL HEALTH CARE, INC.

By: Peter Henne, MD
Its: _____

UMASS MEMORIAL MEDICAL CENTER, INC.

By: Peter Henne, MD
Its: _____

Exhibit WWWWW

Desai, Charu S., M.D.

UMass Memorial Medical Center

Continuing Education Summary
Two Year Period

Charu S. Desai, M.D.

12/01/1999	Meditech Training	0.00		
09/05/2007	Imaging of Non-traumatic Abdominal Emergencies		1	1.00
09/10/2007	M&M 1*	1.00		
09/12/2007	US Evaluation of TIPS	1	1.00	
09/18/2007	Chiefs Conference	1	1.00	
09/20/2007	Two Decades of Endovascular Intracranial Aneurysm		1	1.50
09/25/2007	Chiefs Conference	1	1.00	
09/26/2007	Chest	1	1.00	
09/27/2007	Cardiac MRI	1	1.00	
10/01/2007	M&M 1*	1.00		
10/05/2007	MSK	1	1.00	
10/10/2007	Medicoradiologic Correlation Conference		1	1.00
10/10/2007	Intro to Chest Radiography	1	1.00	
10/17/2007	COPD	1	1.00	
10/18/2007	Thyroid Nodules: The Great Unknown	1*	1.50	
11/07/2007	GI	1	1.00	
11/14/2007	Chest	1	1.00	
11/15/2007	Radiofrequency Ablation of Lung Tumors		1*	1.50
11/19/2007	M&M Conference	1*	1.00	
11/23/2007	GI	1	1.00	
11/28/2007	Rad/Path	1	1.00	
11/29/2007	Chest	1	1.00	
12/03/2007	Neuro & CT Perfusion Demo	1	1.00	
12/10/2007	M&M Conference	1*	1.00	
12/11/2007	Chiefs Conference	1	1.00	
12/12/2007	GI	1	1.00	
01/09/2008	Asthma & Granulomatous Disease		1	1.00
02/01/2008	Pedi	1	1.00	
02/04/2008	Neuro	1	1.00	
02/05/2008	Chiefs Conference	1	1.00	
02/06/2008	GI	1	1.00	
02/11/2008	M&M Conference	1	1.00	
02/12/2008	Chiefs Conference	1	1.00	
02/13/2008	RSNA On-Line	1	1.00	
02/14/2008	MSK	1	1.00	
02/19/2008	Chiefs Conference	1	1.00	
02/20/2008	Radiology	1	1.00	
02/21/2008	Imaging of the Pediatric Pancreas		1	1.50
02/27/2008	Solitary Pulmonary Nodules	1	1.00	
02/29/2008	MSK	1	1.00	
03/03/2008	Neuro	1	1.00	
03/04/2008	Chiefs Conference	1	1.00	
03/05/2008	Pancreatitis	1	1.00	
03/07/2008	Vascular Rings	1	1.00	
03/10/2008	M&M	1	1.00	
03/11/2008	Chiefs Conference	1	1.00	
03/11/2008	Renal Masses	1	1.00	

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Desai, Charu S., M.D.

03/13/2008	Education Conf	1	1.00		
03/17/2008	Nuc Med	1	1.00		
03/18/2008	Chief's Conference	1	1.00		
03/19/2008	Cystic Neoplasms of the Pancreas	1	1.00		
03/20/2008	The Use and Misuse of Radiation in Medicine	1	1.50		
04/01/2008	Chief's Conference	1	1.00		
04/02/2008	Imaging of 1st Trimester Pregnancy	1	1.00		
04/04/2008	Board Review - Barium Studies	1	1.00		
04/09/2008	Barium Studies Continued	1	1.00		
04/17/2008	Shoulder MR: Labrum and Instability	1	1.50		
04/18/2008	Daily Radiology Rounds	1	1.00		
04/21/2008	M&M	1*	1.00		
04/23/2008	Diffuse Lung Disease	1	1.00		
05/01/2008	Breast Conference	1	1.00		
05/05/2008	Nuc Med	1	1.00		
05/08/2008	Education Conference	1	1.00		
05/12/2008	Pneumonias	1	1.00		
05/14/2008	Rad Pathology	1	1.00		
05/15/2008	MDCT of Thoracic Trauma	1	1.50		
05/19/2008	M&M	1*	1.00		
05/21/2008	Analysis of Breast Masses	1	1.00		
05/22/2008	Education Conference	1	1.00		
06/02/2008	Nuc Med Case	1	1.00		
06/03/2008	Chief's Conference	1	1.00		
06/04/2008	Malpractice in Radiology	1	1.00		
06/09/2008	M&M	1*	1.00		
06/11/2008	Emerging Technologies in Breast Imaging	1	1.00		
06/19/2008	Multispectral Quantitative MRI	1	1.00		
06/20/2008	Ortho and Spine Hardware	1	1.00		
06/25/2008	Medical Radiology Rounds	1	1.00		
06/25/2008	Chest	1	1.00		
06/26/2008	Imaging of Acute Abd Pain	1	1.00		
07/09/2008	Basic Chest X-ray	1	1.00		
07/11/2008	Intro to MSK	1	1.00		
07/31/2008	Contrast Media & Reactions	1	1.00		
08/06/2008	Virtual Colonoscopy	1	1.00		
08/07/2008	Rad Pathology	1	1.00		
09/02/2008	Chief's Conference	1	1.00		
09/03/2008	Guided Procedures	1	1.00		
09/04/2008	Male Breast Cancer	1	1.00		
09/10/2008	COPD & Related Diseases	1	1.00		
09/11/2008	Optimizing Radiation Safety	1	1.00		
09/12/2008	Joint Disorders	1	1.00		
09/15/2008	Radiology Morbidity and Mortality/Quality Assurance	1*	1.00		
09/18/2008	320-Detector Row	1	1.50		
09/19/2008	MSK	1	1.00		
09/24/2008	Mandatory Compliance Training	1*	1.00		
09/24/2008	Compliance Training	1*	1.00		
10/09/2008	Chest	1	1.00		
10/16/2008	Advanced CT & MR Imaging for Stroke Triage	1	1.00		
10/20/2008	Radiology M&M	1*	1.00		
10/22/2008	TB or not to TB	1	1.00		
10/30/2008	Inflammatory Bowel Disease	1	1.00		
11/17/2008	Radiology M&M	1*	1.00		
11/20/2008	20 Years of Liver and Kidney Ablation	1	1.00		
11/21/2008	Unknown Cardiothoracic Cases	1	1.00		

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Desai, Charu S., M.D.

11/24/2008	GU Imaging in the ED: Renal trauma	1	1.00	
12/03/2008	Functional Anatomy of the Heart	1	1.00	
12/11/2008	Abdominal Imaging 1	1.00		
12/15/2008	Radiology M&M 1*	1.00		
01/05/2009	Bone Aunt Minnie's 1	1.00		
01/07/2009	Liver Lesions 1	1.00		
01/12/2009	Radiology M&M 1*	1.00		
01/14/2009	Lines, Tubes, and Devices in the ICU 1	1.00		
01/15/2009	Strategies for Reducing Radiation Dose in Body CT	1	1.00	
01/26/2009	Cholangiopancreatography 1	1.00		
01/29/2009	The Role of Imaging in Patients with Pancreatic Cancer	1	1.00	
02/02/2009	Basics of 3D Imaging 1	1.00		
02/04/2009	Radiology Pathology Conference	1	1.00	
02/09/2009	Radiology M&M 1*	1.00		
02/11/2009	Thyroid Ultrasound 1	1.00		
02/12/2009	Thyroid Ultrasound Part 2 1	1.00		
02/19/2009	Central Venous Access/Breast MRI 1	1.00		
03/04/2009	Trachea 1	1.00		
03/12/2009	Imaging of the Reproductive System 1	1.00		
03/16/2009	Radiology M&M and QA 1*	1.00		
03/18/2009	Cardiac Function 1	1.00		
03/19/2009	Super Bowl 1	1.00		
03/23/2009	Imaging of Appendicitis 1	1.00		
04/16/2009	Pelvic Pain Overlooked and Underdiagnosed	1	1.50	
04/20/2009	M&M 1*	1.00		
04/22/2009	Lung Cancers 1	1.00		
05/06/2009	Sarcoidosis & Connective Tissue	1	1.00	
05/11/2009	Breast Imaging 1	1.00		
05/18/2009	Radiology M&M 1*	1.00		
05/21/2009	Implementation of a Radiology QA Program	1	1.00	
06/03/2009	Rad Path Conference 1	1.00		
06/08/2009	Plain Film of the Acute Abdomen 1	1.00		
06/10/2009	Part 2 Plain Film of the Abdomen 1	1.00		
07/08/2009	Normal Chest 1	1.00		
07/15/2009	Chest, Lines, and Tubes 1	1.00		
07/20/2009	Radiology M&M 1*	1.00		
08/03/2009	Plain Film - Acute Chest 1	1.00		
08/05/2009	Contrast Media 1	1.00		
08/06/2009	Prostate Imaging 1	1.00		
08/20/2009	Small Bowel Imaging 1	1.00		
08/21/2009	Incidentalomas in Abdominal Imaging 1	1.00		
08/24/2009	Pneumonia 1	1.00		
08/26/2009	Chest Case Conference 1	1.00		
09/14/2009	PACS 1	1.00		
09/15/2009	Chief's Conference 1	1.00		
09/17/2009	Image Guided Tumor Ablation	1	1.50	
09/21/2009	Radiology M&M 1*	1.00		
09/23/2009	Atelectasis & Differential 1	1.00		
09/24/2009	Imaging of Renal Masses 1	1.00		
10/08/2009	Imaging of Liver Metastases 1	1.50		
10/08/2009	Chest Case Conference 1	1.00		
10/12/2009	Classic GI Imaging 1	1.00		
10/14/2009	Nuc Med Peds 1	1.00		
10/16/2009	Role of IR in Trauma 1	1.00		
10/19/2009	Radiology M&M 1*	1.00		
10/26/2009	Lung Case Conference 1	1.00		

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Desai, Charu S., M.D.

10/27/2009	Chief's Conference 1	1.00		
10/28/2009	Imaging in Intestinal Ischemia	1	1.00	
10/29/2009	Transplant Basics & Anatomy 1	1.00		
11/09/2009	Imaging of the Gallbladder 1	1.00		
11/16/2009	Radiology M&M 1*	1.00		
11/30/2009	Review of Acute GI/GU Imaging	1	1.00	
12/04/2009	Post RSNA Review 1	1.00		
12/08/2009	Post RSNA Review 1	1.00		
12/09/2009	Tuberculosis 1	1.00		
12/17/2009	Radiology Pathology Conference	1	1.00	
12/17/2009	Grand Rounds Superbowl 1	1.50		
12/21/2009	Radiology M&M 1*	1.00		
01/04/2010	Malpractice 1	1.00		
01/07/2010	Chest Case Conference	1	1.00	
01/09/2010	Chest Case Conference	1	1.00	
01/13/2010	Lung Cancer 1	1.00		
01/21/2010	Grand Rounds Superbowl 1	1.50		
01/25/2010	Radiology M&M 1*	1.00		
02/10/2010	Chest Case Conference	1	1.00	
02/18/2010	The Esophagogram 1	1.00		
02/18/2010	Grand Rounds Superbowl 1	1.50		
03/04/2010	Everything That Can Go Wrong with the Hip	1	1.00	
03/10/2010	Rad Path Conference 1	1.00		
03/15/2010	Radiology M&M 1*	1.00		
03/25/2010	Chest Basic Plain Films 1	1.00		
03/30/2010	Comparative Effectiveness Research in Diagnostic Imaging 1	1.50		
04/14/2010	Path Conference 1	1.00		
04/15/2010	Update on Management of Common Malignancies	1	1.00	
04/19/2010	Acute and Chronic Renal Infections 1	1.00		
04/22/2010	Imaging Abdominal Infection 1	1.50		
04/22/2010	Spinal Trauma 1	1.00		
04/29/2010	Imaging of Female Pelvis 1	1.00		
05/03/2010	Mediastinum Part 2 1	1.00		
05/17/2010	Radiology M&M 1	1.00		
05/20/2010	Gynecologic Tumor Imaging 1	1.00		
05/21/2010	Multiple Myeloma & Amyloidosis 1	1.00		
05/26/2010	Rad-Path Conference 1	1.00		
06/21/2010	Radiology M&M 1*	1.00		
06/23/2010	Spinal Trauma 1	1.00		
08/19/2010	Coronary Anatomy 1	1.00		
09/27/2010	Diffuse Liver Disease 1	1.00		
09/29/2010	Diseases of the Hematopoietic System/Part 4	1	1.00	
10/06/2010	Sarcoidosis 1	1.00		
10/13/2010	Bone Scintigraphy 1	1.00		
11/04/2010	Business Innovation in Academic Radiology	1	1.50	
11/11/2010	Cardiac CT in the Emergency Setting 1	1.00		
11/16/2010	Chief's Conference 1	1.00		
11/17/2010	Rad Path Conference 1	1.00		
12/01/2010	Non-Traumatic Abdominal Emergencies	1	1.00	
12/07/2010	Chief's Conference/RSNA Review 1	1.00		
12/16/2010	Radiology Superbowl 1	1.50		
12/17/2010	Cystic Lesions of the Head and Neck 1	1.00		
01/03/2011	MRI Pelvis 1	1.00		
01/06/2011	Pediatric MRI MSK 1	1.00		
01/13/2011	Lung Cancer 1	1.00		
01/24/2011	Radiology M&M/QA 1*	1.00		

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UMM-03361

Desai, Charu S., M.D.

02/08/2011	Radiology Superbowl	1	1.50	
02/09/2011	Radiology/Pathology Conference	1		1.00
02/10/2011	Diffuse Lung Disease	1	1.00	
02/24/2011	Radiology Superbowl	1	1.50	
03/14/2011	Radiology M&M/QA	1*	1.00	
03/31/2011	Radiology Grand Rounds	1	1.50	
04/21/2011	Radiology Grand Rounds	1	1.50	
05/02/2011	Cholangiopancreatography	1	1.00	
05/10/2011	Clinical Updates	1	1.00	
05/19/2011	Radiology Grand Rounds	1	1.50	
05/23/2011	Virtual Colonoscopy	1	1.00	
06/17/2011	Small Airway Disease	1	1.00	
07/14/2011	Introduction to Chest Imaging	1	1.00	
07/15/2011	Introduction to Chest Imaging	1	1.00	
08/10/2011	Radiology/Pathology	1	1.00	
08/11/2011	Atelectasis and Radiological Signs	1		1.00
08/22/2011	Radiology M&M/QA	1*	1.00	
08/24/2011	Metastatic Bone Lesions	1	1.00	
09/16/2011	Cardiothoracic Case Discussion	1		1.00
10/04/2011	Chief's Conference	1	1.00	
10/05/2011	Radiology Pathology Conference	1		1.00
10/06/2011	Imaging of Abdominal Hemorrhage	1		1.00
10/13/2011	Aortic Disease Assessment	1	1.00	
10/17/2011	Residents and Fellow Soarian Training	1		1.00
10/20/2011	Myocardial Infarct Imaging on Non-Gated MDCT	1		1.50
10/24/2011	Radiology M&M/QA	1*	1.00	
12/07/2011	Radiology/Pathology Correlation Conference	1		1.00
12/08/2011	TB or not TB	1	1.00	
12/15/2011	Radiology Grand Rounds Superbowl	1	1.50	
12/19/2011	Radiology M&M/Quality Assurance	1*	1.00	
01/05/2012	Show and Tell Cases (Chest)	1	1.00	
01/19/2012	Radiology Grand Rounds Superbowl	1	1.50	
01/23/2012	Radiology M&M/QA	1*	1.00	
02/16/2012	Radiology Grand Rounds Superbowl	1	1.50	
02/22/2012	Radiologic Malpractice: Basic Principles	1		1.00
02/23/2012	Radiology Grand Rounds Superbowl	1	1.50	
02/29/2012	Chest Cases of the Month	1	1.00	
03/15/2012	Virtual Colonoscopy	1	1.50	
05/16/2012	Rad/Path Conference	1	1.00	
05/17/2012	Radiology Grand Rounds	1	1.50	
05/18/2012	Radiology of AIDS and Other Compromised States	1		1.00
06/11/2012	Radiology M&M/QA	1*	1.00	
06/21/2012	Solitary Pulmonary Nodule	1	1.00	
07/18/2012	Plain Film Chest X-ray	1	1.00	
07/19/2012	Basic Concepts of Film Interpretation	1		1.00
07/20/2012	Introduction to Chest Radiology	1		1.00
07/26/2012	Radiation Protection	1	1.00	
08/01/2012	Plain Film Intestinal Obstruction	1		1.00
08/16/2012	Catheter, Tubes & Devices	1	1.00	
08/17/2012	Metabolic Diseases Part 4	1	1.00	
09/26/2012	COPD	1	1.00	
10/01/2012	Radiology M&M/QA	1	1.00	
10/11/2012	Pneumonia	1	1.00	
10/18/2012	Radiology Grand Rounds Octoberfest	1		1.50
11/15/2012	Radiology M&M/QA	1	1.00	
11/26/2012	Chest Cases	1	1.00	

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UMM-03362

Desai, Charu S., M.D.

12/19/2012	Pulmonary Tuberculosis	1	1.00
01/31/2013	Chest Case Conference	1	1.00

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UMM-03363

NOV 01 '95 04:34PM CONTINUING EDUCATION UMSS 856 6

P.1

NAME OF PHYSICIAN: CHARU DESAI MD

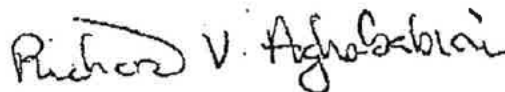
SOCIAL SECURITY: 013529509

RECORD # 3581

NAME OF ROUND -----	TOTAL OF CREDITS -----
MEDICAL GRAND ROUNDS	1.0
RADIOLOGY GRAND ROUNDS	46.5
PULMONARY INTERCITY CONFERENCE	1.5
DAILY RADIOLOGY ROUNDS	186.0
RADIOLOGY M & M CONFERENCE/RISK MGMT.	13.0
ANESTHESIA QUALITY MANAGEMENT CONFERENCE/RISK MGMT.	1.0
QUALITY IMPROVEMENT CONFERENCE/RISK MGMT.	.0
LUNG CANCER CONFERENCE	1.0

This is to certify that CHARU DESAI MD, has accumulated 250.0 Category I CME credits by attending Repeatings Rounds and Conferences at the University of Massachusetts Medical School from September 1, 1993 to October 30, 1995 .

For a more accurate count, check your personal records and add the number of hours you attended certified rounds or seminars not listed above.



Richard V. Ashababian, M.D.
Associate Dean for Continuing Education

** Either approved for a single offering or no longer accredited.

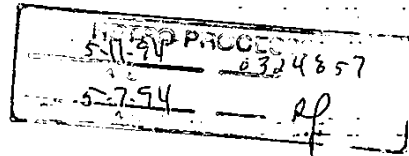
CONFIDENTIAL

Exhibit XXXXX



University of Massachusetts

University of Massachusetts Medical Center
55 Lake Avenue North
Worcester, MA 01655



FACULTY

MAY 4 1994

ADDITIONAL COMPENSATION

Date May 2, 1994

We authorize payment of additional compensation to the faculty member listed below for services at the University of Massachusetts Medical Center described on the attached sheet. These services comply with Trustee Policy T86-087.

We hereby
authorize
payment for
services

Name Charu S. Desai, M.D. Employee Number 013529509Department of primary employment RadiologyDepartment where services performed Radiology (weekend coverage)Account Number to be charged 3-70550 Effort Code _____Period of action: From 4/30/94 To _____Total number of hours to be paid 4Hourly rate of payment \$ 150.00TOTAL ADDITIONAL COMPENSATION \$ 600.00Employee signature Charu S. Desai, M.D.

AUTHORIZATION SIGNATURES

Department Head where services performed _____

Date _____

Principal Investigator _____

Date _____

Primary Department Head _____

Date _____

Administrative Officer _____

Date _____

Budget Approval: School, Hospital, Grant, Group Practice

RECEIVED

Date _____

Dean/Provost _____

MAY 06 1994

H/R PAYROLL

4/89

UMM 00160

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ALC
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16



University of Massachusetts

University of Massachusetts Medical Center
55 Lake Avenue North
Worcester, MA 01655

FACULTY

ADDITIONAL COMPENSATION

Date Dec. 12, 1994

We authorize payment of additional compensation to the faculty member listed below for services at the University of Massachusetts Medical Center described on the attached sheet. These services comply with Trustee Policy T86-087.

Name Charu S. Desai, M.D. Employee Number 013529509Department of primary employment RadiologyDepartment where services performed Radiology (weekend coverage)Account Number to be charged 3-70550 Effort Code _____Period of action: From 12/10/94 To _____Total number of hours to be paid 4Hourly rate of payment \$ 150.00TOTAL ADDITIONAL COMPENSATION \$ 600.00Employee signature Charu S. Desai

AUTHORIZATION SIGNATURES

Department Head where services performed _____ Date _____

Principal Investigator _____ Date _____

Primary Department Head Ted Bergin Date _____

Administrative Officer _____ Date _____

Budget Approval: Chandra J. Ottum School, Hospital, Grant, Group Practice H/R PAYROLL

Dean/Provost _____ Date _____

4/83

UMM 00161



University of Massachusetts

University of Massachusetts Medical Center
55 Lake Avenue North
Worcester, MA 01655

FACULTY

ADDITIONAL COMPENSATION

Date Nov. 14, 1994

We authorize payment of additional compensation to the faculty member listed below for services at the University of Massachusetts Medical Center described on the attached sheet. These services comply with Trustee Policy T86-087.

Name Charu S. Desai, M.D. Employee Number 013529509Department of primary employment RadiologyDepartment where services performed Radiology (weekend coverage)Account Number to be charged 3-70550 Effort Code _____Period of action: From 11/13/94 To _____Total number of hours to be paid 4Hourly rate of payment \$ 150.00TOTAL ADDITIONAL COMPENSATION \$ 600.00Employee signature Charu S. Desai, M.D. **RECEIVED**

NOV 18 1994

AUTHORIZATION SIGNATURES

H/R PAYROLL

Department Head where services performed _____ Date _____

Principal Investigator _____ Date _____

Primary Department Head Fred Berger 11/14/94
Date

Administrative Officer _____ Date _____

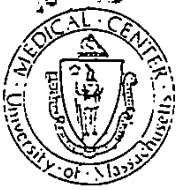
Budget Approval: Chorus J. Geron School, Hospital, Grant, Group Practice MUKY
Date

Dean/Provost _____ Date _____

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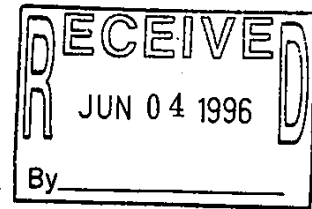
4/83

UMM 00156



University of Massachusetts

University of Massachusetts Medical Center
55 Lake Avenue North
Worcester, MA 01655



FACULTY

ADDITIONAL COMPENSATION

Date June 3, 1996

0404660
6-10-96

We authorize payment of additional compensation to the faculty member listed below for services at the University of Massachusetts Medical Center described on the attached sheet. These services comply with Trustee Policy T86-087.

Name Charu S. Desai, M.D. Employee Number 013529509

Department of primary employment Radiology

5F
6/1/96 6/1/96

Department where services performed Radiology (weekend coverage)

371550
157

Account Number to be charged 3-70550 Effort Code 90015

ADC

Period of action: From 6/1/96 To 6/1/96

150.16

Total number of hours to be paid 2

\$8225.67

Hourly rate of payment \$ 150.00

60 WC

TOTAL ADDITIONAL COMPENSATION

\$ 300.00

100%

Employee signature Charu S. Desai, M.D.

2 = 300.00

AUTHORIZATION SIGNATURES

Department Head where services performed _____

Date: _____

Principal Investigator _____

Date: _____

Primary Department Head Ted Bergin

6/3/96
Date: _____

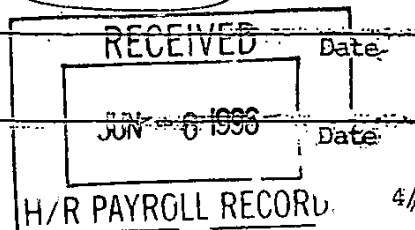
Administrative Officer _____

Date: _____

Budget Approval: MZB

School, Hospital, Grant, Group Practice

Dean/Provost _____



UMM 00157

Exhibit YYYYYY

March 13, 2013

Jean-Marc Gauguet, MD

Dear Dr. Gauguet,

UMass Memorial Medical Center and the University of Massachusetts Medical School are now working on the various credentialing matters for your appointment to the Medical Staff and to the Faculty of the Medical School. For this process to proceed we need to have 3 letters to support your appointment to the Medical Staff. Since Dr. Rosen received 3 letters of support (Drs. Stephen Voss, Vassillios Raptopoulos and Sarah Bixby) on your behalf, I already forwarded those 3 letters to Medical Staff Services.

In addition, we would require you to provide our office with a list of references to support your **academic faculty appointment**. Faculty appointment at the Assistant Professor level requires you to provide a minimum of three letters of support to attest to your clinical accomplishments and research and/or scholarly contributions in your area of expertise. Each letter should include a sentence in support of your faculty appointment at the **rank of Assistant Professor of Radiology on the non-tenure track**. However, since I already have three letters mentioned above, I can contact all three Drs. and ask them to edit their letters to include the sentence re “support of your faculty appointment at the rank of Assistant Professor of Radiology on the non-tenure track, unless you prefer to contact them yourself. Please let me know.

Please sign and return the enclosed Licensing/Credentialing Form, Participation Agreement and the two Conflict of Interest Forms pertaining to your **faculty appointment**.

If I can be of further help, please let me know. I can be reached at [REDACTED].

Thank you.

Sincerely,

Brenda K. Vigneaux
Executive Administrative Assistant to:
Max P. Rosen, MD, MPH Professor and Chair

March 13, 2013

Dear Dr. Gauguet,

UMass Memorial Medical Center and the University of Massachusetts Medical School are now working on the various credentialing matters for your appointment to the Medical Staff and to the Faculty of the Medical School. Dr. Rosen received three letters of support (Drs. Stephen Voss, Vassillios Raptopoulos and Sarah Bixby) on your behalf, and **I already forwarded those 3 letters to Medical Staff Services.**

In addition, your academic faculty appointment at the rank of Assistant Professor requires you to provide a minimum of three letters of support to attest to your clinical accomplishments and research and/or scholarly contributions in your area of expertise. Each letter should include a sentence in support of your faculty appointment at the **rank of Assistant Professor of Radiology on the non-tenure track**. However, since we already have three letters as mentioned above, I can contact all three Drs. and ask them to edit their letters to include the sentence re “support of your faculty appointment at the rank of Assistant Professor of Radiology on the non-tenure track”, unless you prefer to contact them yourself. Please let me know.

Please fill out the attached Licensing/Credentialing Form, Participation Agreement and the two Conflict of Interest Forms pertaining to your faculty appointment.

If I can be of further help, please let me know. I can be reached at [REDACTED].

Thank you.

Sincerely,

Brenda K. Vigneaux
Executive Administrative Assistant to:
Max P. Rosen, MD, MPH
Professor and Chair
Department of Radiology

Attach

EXHIBIT ZZZZZ

• Told them:

- I've been here 8 weeks, on service
- this has happened qd since

day 1

- It's me
or her

- I'm being
undermines
in sulted
belittled

- I can't do

my work to

her constant

manipulation +

negativity +

- undermining manipulated

- We still don't know schedule for Chron

- Do you

want to

lose div.

chief?

obstructive:

can't make

reliable

schedule

less rehydrated that Chron

said the days we offered

- "don't work for her" even

though I ~~cancelled~~ ^{cancelled} my

academic days for her"

- Chron said those days

off can still change"

- I said that she speaks negatively

about admin + workflow in front of

residents

- I cannot work in same room as her

listen to complain + undermine me +

service + Max ^{exp} in front of residents

- She left ⁱⁿ PE unread @ 5PM wed

knowing it was coming. Mike ^{Memorial} dw her in my presence + said

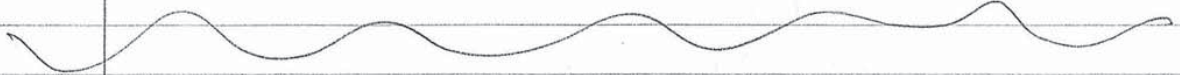
she left + Max
I read + Max
his about
until 5:45pm

read c her
for her
would protect

Feedback to me

Own Res. colleagues

1. I don't do anything - Peds / Joe

→ CT list too long
→Molins
to Lurie
@ recruitment~~Neg~~own
dept2. "What am I going to do about the list" -
I'm placing it @ risk - no vascular residents
Sawant3. "You aren't doing anything as chief" -
ChironPos1/8
outside
dept.

1. Thomas Surgeons / Pulia

- over reads
- consults

- tumor board

- long as screen - helps in
decision making

- Bp orders

- Template Δs / creation

- time on calls / consults

2. Cards

"You are awesome"
"Thank you"

3. Vase

Andy

spending time spending
in offices / emails calls
emails me for over reads
from 2nd